

# NOTICE OF MEETING GOVERNING BODY OF MARBLE FALLS, TEXAS Tuesday, May 2, 2017–6:00 pm

A quorum of the Marble Falls Economic Development Corporation and the Planning & Zoning Commission may be present

Notice is hereby given that on the 2<sup>nd</sup> day of May, 2017 the Marble Falls City Council will meet in regular session at 6:00 pm in the City Hall Council Chambers located at 800 3<sup>rd</sup> Street, Marble Falls, Texas, at which time the following subjects will be discussed:

- 1. CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT
- 2. <u>INVOCATION</u>
- 3. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG. "Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."
- 4. UPDATES, PRESENTATIONS AND RECOGNITIONS
  - Update Marble Falls Independent School District. *Dr. Chris Allen, Superintendent*
  - Proclamation Drinking Water Week (May 7-13)
  - Proclamation- Building Safety Month
  - Proclamation Public Service Recognition Week (May 7-13)
- **CITIZEN COMMENTS.** This is an opportunity for citizens to address the City Council concerning an issue of community interest that is not on the agenda. Comments on a specific agenda item must be made when the agenda item comes before the Council. The Mayor may place a time limit on all comments. Any deliberation of an issue raised during Citizen Comments is limited to a proposal to place it on the agenda for a later meeting.
- **CONSENT AGENDA.** The items listed are considered to be routine and non-controversial by the Council and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which case the item will be removed from the Consent Agenda prior to a motion and vote. The item will be considered in its normal sequence on the Regular Agenda.
  - (a) Approval of the minutes of the April 18, 2017 regular meeting. **Christina McDonald, City Secretary**

- (b) Approval of the 2<sup>nd</sup> Quarterly Investment Report for the period January 1, 2017 through March 31, 2017. Margie Cardenas, Finance Director
- (c) Approval of Resolution 2017-R-05A authorizing a Qualified Tax Exempt Finance Agreement with First State Bank Central Texas for the financing of a vehicle and authorizing the City Manager to sign the Finance Agreement. Margie Cardenas, Finance Director
- (d) Approval of an addendum to the Bank Depository Agreement dated June 1, 2013 between First State Bank of Central Texas and the City of Marble Falls for bank depository services for the period of June 1, 2017 through May 31, 2018. Margie Cardenas, Finance Director
- (e) Approval of the distribution of funds from the Community Event Fund for the Marble Falls Community Fireworks July 4<sup>th</sup> Celebration. **Mike Hodge, City Manager**
- **REGULAR AGENDA.** Council will individually consider and possibly take action on any or all of the following items.
  - (a) Public Hearing, Discussion, and Action on Ordinance 2017-O-05A regarding a rezoning request from General Commercial Base District (C-3) to Planned Development District (PDD) with base zoning of Main Street District (MSD) for Lots 11A and 12A, Block 7, City of Marble Falls Original Township, City of Marble Falls, Burnet County, Texas. Caleb Kraenzel, Assistant City Manager
  - (b) Discussion and Action on Ordinance 2017-O-05B regarding a zoning text amendment to Section 772 of the District Regulations, Appendix B, Land Use Regulations, City of Marble Falls Code of Ordinances, to amend the I-3 General Industrial Services Base District regulations. Caleb Kraenzel, Assistant City Manager
  - (c) Discussion and Action on an appointment to the Tax Increment Reinvestment Zone (TIRZ) Board No. 1. Christina McDonald, City Secretary
  - (d) Discuss and consider action regarding pending state legislation of interest to the City. Patty Akers, City Attorney

#### 8. CITY MANAGER'S REPORT

- Update on Mormon Mill/Mission Hill Intersection Engineering Study
- New Public Safety Facility Update

#### 9. EXECUTIVE SESSION

CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION pursuant to §551.071 Private Consultation between the Council and its Attorney), pursuant to §551.087 (Deliberation Regarding Economic Development Negotiations) and Pursuant to §551.072 (Deliberation Regarding the Purchase, Exchange, Lease or Value of Real

**Property)** of the Open Meetings Act. Tex. Gov't. Code, Council will meet in Executive Session to discuss the following:

- Hotel Conference Center Update
- Consultation with City Attorney regarding eminent domain
- 10. <u>RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS</u>
  DISCUSSED IN EXECUTIVE SESSION.
- 11. ANNOUNCEMENTS AND FUTURE AGENDA ITEMS.

#### 12. ADJOURNMENT.

"The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters <u>listed on the agenda</u>, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information)."

In compliance with the Americans with Disabilities Act, the City of Marble Falls will provide for reasonable accommodations for persons attending City Council Meetings. To better serve you, requests should be received 24 hours prior to the meeting. Please contact Ms. Christina McDonald, City Secretary at (830) 693-3615.

#### **Certificate of Posting**

I, Christina McDonald, City Secretary for the City of Marble Falls, Texas, do certify that this Notice of Meeting was posting at City Hall, in a place readily accessible to the general public at all times, on the <u>27<sup>th</sup></u> day of <u>April, 2017</u> at <u>1:00 pm</u> and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

/s/ Christina McDonald
Christina McDonald, TRMC
City Secretary

The agenda is also posted on the City's web site <u>www.marblefallstx.gov</u>

## Proclamation

#### Building Safety Month — May, 2017

Whereas, our City's continuing efforts to address the critical issues of safety, energy efficiency, water conservation, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and:

Whereas, our confidence is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;

Whereas, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;

Whereas, "Resilient Communities Start with Building Codes" the theme for Building Safety Month 2015, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, water safety and conservation; energy efficiency and new technologies in the construction industry. Building Safety Month 2016 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, John Packer, Mayor of the City of Marble Falls do hereby proclaim the month of May 2017 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.



### **PROCLAMATION**

### Public Service Recognition Week May 7-13, 2017

**WHEREAS,** the citizens of Marble Falls are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS, Public employees take not only jobs, but oaths; and

WHEREAS, The City of Marble Falls recognizes its local public servants including employees in plant operations, public works, parks and recreation services, development services, utility services, administration, customer service, court, fire and police. Day in and day out, they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, Many public servants, including police officers, firefighters, and others risk their lives each day in service to the people of the United States and around the world; and

**WHEREAS,** without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials; and

**WHEREAS,** All citizens of the City of Marble Falls are encouraged to recognize the accomplishments and contributions of government employees at all levels – federal, state, county and city.

**NOW THEREFORE,** I, John Packer, Mayor of the City of Marble Falls, by virtue of the authority vested in me, do hereby proclaim May 7-13, 2017 as:

#### PUBLIC SERVICE RECOGNITION WEEK

In witness whereof, I have hereunto set my hand and caused to be affixed the seal of the City of Marble Falls, this  $2^{nd}$  day of May, 2017.

CITT OF WIARDLE FALLS, TEXAS	
John Packer, Mayor	

ITY OF MADDLE PALLS TEXAS



#### **PROCLAMATION**

## National Drinking Water Week May 7-13, 2017

WHEREAS, water is one of Marble Falls' most precious natural resources; and

WHEREAS, our health, comfort, and quality of life depend upon an abundant supply of safe drinking water; and

WHEREAS, the citizens of Marble Falls rely on a safe and dependable water supply both now and into the future; and

WHEREAS, members of the Public Works Department work tirelessly to ensure the highest quality of water supply for the community they serve; and

WHEREAS, the City of Marble Falls pledges to work alongside each citizen to protect our water source, Lake Marble Falls, from pollution and encourage conservation; and

WHEREAS, May 7-13, 2017, National Drinking Water Week, is set aside as a time to enhance public awareness of the value of our most precious resource.

NOW, THEREFORE I, John Packer, Mayor of the City of Marble Falls do hereby proclaim the week of May 7-13, 2017 as Drinking Water Week in the City of Marble Falls.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the City of Marble Falls, Texas, to be affixed this 2<sup>rd</sup> day of May, 2017.

OTT OF MANBLE FALLS, TEX.	
John Packer, Mayor	

CITY OF MADDLE FALLS TEVAS

## May 2, 2017

## 6. CONSENT AGENDA

(a) Approval of the minutes of the April 18, 2017 regular meeting. *Christina McDonald, City Secretary* 

## STATE OF TEXAS COUNTY OF BURNET CITY OF MARBLE FALLS

On this the 18<sup>th</sup> day of April, 2017 the Council of the City of Marble Falls convened in regular session at 6:00 pm at the City Hall Council Chambers located at 800 Third Street, Marble Falls, Texas, with notice of meeting giving time, place, date, and subject having been posted as described in Chapter 551 of the Texas Government Code.

**PRESENT:** John Packer Mayor

Jane Marie Hurst Mayor Pro-Tem
Rachel Austin-Cook
Craig Magerkurth Councilmember
Reed Norman Councilmember

ABSENT: Ryan Nash Councilmember

Richard Westerman Councilmember

**STAFF:** Mike Hodge City Manager

Caleb Kraenzel Assistant City Manager

Patty Akers City Attorney
Christina McDonald City Secretary
Margie Cardenas Finance Director

Christian Fletcher EDC Executive Director

Mark Whitacre Police Chief Russell Sander Fire Chief Thomas Crane Fire Marshal

James Kennedy Assistant Director of Public Works

Mike Ingalsbe Building Official

Angel Alvarado Human Resources Director

Ted Young Police Captain
Glenn Hanson CID Captain

Stacy Baker Marberry Communications Manager

- **1.** <u>CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT</u>. Mayor Packer called the meeting to order.
- 2. <u>INVOCATION</u>. Councilmember Norman gave the invocation.
- 3. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES AND TO THE TEXAS FLAG. Councilmember Magerkurth led the pledges.

#### 4. UPDATES, PRESENTATIONS AND RECOGNITIONS

- **Update from the Municipal Court.** Cheryl Pounds, Municipal Judge gave the update.
- **Update from the Police Department.** Glenn Hanson, Ted Young, Stacy Baker Marberry and Mark Whitacre provided the update.
- **5. <u>CITIZEN COMMENTS</u>**. There were no citizen comments.

#### 6. CONSENT AGENDA.

- (a) Approval of the minutes of the April 4, 2017 regular meeting.
- (b) Approval of a contract with Western Towers for the purchase of a communications tower for the new Public Safety Facility.

Councilmember Norman made a motion to approve the consent agenda. Mayor Pro-Tem Hurst seconded the motion. The motion carried by a unanimous vote (5-0).

#### 7. REGULAR AGENDA.

- (a) Discussion and Action on the Second Reading of Ordinance 2017-O-04C amending the 2016/2017 Budget of the General Fund, Proprietary Fund, Economic Development Corporation Fund, Special Revenue Funds and the Capital Project Funds. Margie Cardenas, Finance Director addressed Council. Mayor Pro-Tem Hurst made a motion to approve Ordinance 2017-O-04C. Councilmember Norman seconded the motion. The motion carried by a vote of 5-0.
- (b) Discussion and Action on a contract with Motorola, Inc. for the purchase of digital radio consoles for the new Public Safety Facility. Mark Whitacre, Chief of Police addressed Council. Councilmember Magerkurth made a motion to approve the contract with Motorola, Inc. for the purchase of digital radio consoles for the new Public Safety Facility. Councilmember Austin-Cook seconded the motion. The motion carried by a vote of 5-0.
- **8. CITY MANAGER'S REPORT.** City Manager Mike Hodge presented the 2016 Annual Report.

#### 9. **EXECUTIVE SESSION**

CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION pursuant to §551.071

Private Consultation between the Council and its Attorney) and pursuant to §551.087

(Deliberation Regarding Economic Development Negotiations) of the Open Meetings

Act. Tex. Gov't. Code, Council will meet in Executive Session to discuss the following:

• Consultation with City Attorney regarding proposed Solid Waste Collection Services Contract • Hotel Conference Center Update

7:38 pm Convened to Executive Session 9:04 pm Returned to Open Session

- 10. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ITEMS DISCUSSED IN EXECUTIVE SESSION. No action was taken.
- **11.** ANNOUNCEMENTS AND FUTURE AGENDA ITEMS. The May 2 regular meeting draft agenda was reviewed.
- **12.** <u>ADJOURNMENT</u>. There being no further business to discuss, Councilmember Norman made a motion to adjourn. Mayor Pro-Tem Hurst seconded the motion. The motion carried by a vote of. The meeting was adjourned at 9:08 pm.

	John Packer, Mayor
ATTEST:	
Christina McDonald, TRMC	

## May 2, 2017

## 6. CONSENT AGENDA

(b) Approval of the 2<sup>nd</sup> Quarterly Investment Report for the period January 1, 2017 through March 31, 2017. *Margie Cardenas, Finance Director* 

# City of Marble Falls Quarterly Investment Report 2ND QUARTER: JANUARY 1- MARCH 31, 2017

#### **Summary of Investments by Type**

		Value of all Investments at 01/01/2017		Value of all at 03/3	Investments 1/2017
Description		Book Value Market Value		Book Value	Market Value
Demand Deposits		\$1,307,697	\$1,307,697	\$1,544,587	\$1,544,587
Logic		8,309,976	8,309,976	9,587,023	9,587,023
Texas Class		0	0	5,307,830	5,307,830
Cert. of Deposit		248,373	\$248,373	0	0
	Total:	\$9,866,046	\$9,866,046	\$16,439,440	\$16,439,440

#### **Summary of Investments by Fund Group**

Fund Description	at 01/01/2017	at 03/31/2017	Change
General Fund	520,651	246,611	(\$274,040)
Enterprise Fund	25,506	29,102	\$3,596
Economic Development Corp.	1,389,163	8,107,827	\$6,718,664
Debt Service Funds	257,979	252,010	(\$5,969)
Capital Project Funds	7,517,525	7,612,541	\$95,017
Special Revenue Funds	155,223	191,349	\$36,126
Total:	\$9,866,046	16,439,440	\$6,573,394

#### **Summary of Interest Earnings by Type of Investment**

		This Quarter	Year-to-Date	Average
Description		Jan 17 - Mar 17	Oct 16 - Mar 17	Interest Rate
Demand Deposits		1,097	1,934	0.250
Logic		23,905	49,180	0.982
Texas Class		7,830	0	1.000
Cert. of Deposit		0	6	
·	Total:	\$32,832	\$51,120	
				•

WEIGHTED AVERAGE YIELD 0.919
BENCHMARK YIELD: 6 Months T-Bill Benchmark Yield 0.910
1 Year T- Bill Benchmark Yield 1.030
WEIGHTED AVERAGE MATURITY 1 Day

The City of Marble Falls Investment Portfolio is in compliance with the of its investment policy and the relevant provisions of Chapter 2256 of Investment Act.	0,
Mike Hodge, City Manager/ Investment Officer	Date
Margie Cardenas, Director of Finance/ Investment Officer	Date

## CITY OF MARBLE FALLS DEMAND DEPOSIT ACCOUNTS FOR THE QUARTER ENDED 03/31/2017

	Ending Balance	<b>Ending Balance</b>	
Account Name	at 01-01-2017	at 03-31-2017	<u>Interest</u>
General Fund			
Credit Card Account - FSB	4,377.95	15,551.66	41.59
Operating Account - IBC	35,761.76	35,767.45	5.69
Operating Account - FSB	480,488.81	195,268.45	275.36
Insurance Trust - FSB	22.25	22.99	0.74
Total General Fund	520,650.77	246,610.55	323.38
Enterprise Fund			
Utility Deposit - IBC	746.88	0	0.00
Utility Deposit - FSB	24,758.95	29,101.99	16.32
Total Enterprise Fund	25,505.83	29,101.99	16.32
Economic Development Corporation			
Economic Development CorpIBC	243,256.12	243,294.89	38.77
Economic Development Corp - FSB	140,088.08	592,700.22	334.36
Total EDC	383,344.20	835,995.11	373.13
Debt Service			
General Fund I&S - FSB	223,704.75	242,263.14	285.33
Total Debt Service	223,704.75	242,263.14	285.33
Special Revenue			
Police Forfeiture Fund - FSB	63,305.56	46,899.40	32.50
Police Federal Forfeiture Fund - FSB	55,257.02	55,291.09	34.07
La Ventana PID - FSB	4,561.52	27,767.58	13.22
TIRZ Fund-FSB	31,367.52	60,657.71	19.54
Total Special Revenue	154,491.62	190,615.78	99.33
GRAND TOTAL	1,307,697.17	1,544,586.57	1,097.49

#### CITY OF MARBLE FALLS POOL INVESTMENTS AS OF 03/31/2017

#### LOGIC

Acct Name	Acct Number	GL Acct #	Amount	Interest
Economic Development Corp. <b>Total EDC</b>	#25	20-1008	3,765,137.77 <b>3,765,137.77</b>	7,691.90 <b>7,691.90</b>
TOTAL EDG			3,765,137.77	7,091.90
Hotel/Motel Funds	#15	03-1026	732.80	1.80
Total Special Revenue			732.80	1.80
General Fund Interest & Sinking	#27	04-1034	9,746.91	329.57
Total Debt Service			9,746.91	329.57
WWW System Improvements	#22	44-1020	2,867.13	7.03
C.O. Series 2008	#29	58-1030	157.12	0.15
Gen. Improvement Series 2011	#31	68-1033	1,233,714.20	3,025.30
Utility Improvement Series 2011	#32	45-1031	41,065.15	4,246.59
WWW Series Improvements	#34	45-1034	4,533,602.34	8,602.34
Total Capital Improvement			5,811,405.94	15,881.41
GRAND TOTAL LOGIC			9,587,023.42	23,904.68
TEXAS CLASS				
Convention Center Series 2016	#20	24-1002	3,506,694.50	6,694.50
Total EDC			3,506,694.50	6,694.50
Gen. Improvement Series 2017	#19	68-1013	1,801,135.29	1,135.29
Total Capital Improvement			1,801,135.29	1,135.29
GRAND TOTAL TEXAS CLASS			5,307,829.79	7,829.79

## May 2, 2017

#### 6. CONSENT AGENDA

(c) Approval of Resolution 2017-R-05A authorizing a Qualified Tax Exempt Finance Agreement with First State Bank Central Texas for the financing of a vehicle, and authorizing the City Manager to sign the Finance Agreement. *Margie Cardenas, Finance Director* 



### Council Agenda Item Cover Memo May 2, 2017

Agenda Item No.: 6(c)

Presenter: Margie Cardenas
Department: Finance Department
Legal Review: ⊠ Not Applicable □

#### **AGENDA CAPTION**

Approval of Resolution 2017-R-05A authorizing a Qualified Tax Exempt Finance Agreement with First State Bank Central Texas for the financing of a vehicle, and authorizing the City Manager to sign the Finance Agreement.

#### **BACKGROUND INFORMATION**

During mid-year amendments the Development Services department requested an additional code enforcement position. Due to the new position a vehicle would also be needed to allow the code enforcement officer to perform their job duties. The budget amendment was approved to provide the vehicle under a 3 year lease purchase agreement. Quotes were obtained from 3 different financing agencies. The quotes are based on \$23,615 for 3 years. The interest cost for the 3 years term is as follows:

First State Bank Central Texas 2.45% Government Capital 5.334% Tax-Exempt Leasing 3.89%

The annual payment will be \$8,404 and sufficient funding was provided for the annual payment during the mid-year budget amendment process. Staff recommends awarding the financing agreement to First State Bank Central Texas at the interest rate of 2.45% for the 3 years term.

#### RESOLUTION # 2017-R-05A

## A RESOLUTION REGARDING A FINANCING AGREEMENT FOR THE PURPOSE OF PROCURING A "VEHICLE FOR DEVELOPMENT SERVICES"

WHEREAS, the City of Marble Falls (the "City") desires to enter into a certain Financing Agreement dated as of May 2, 2017, by and between the City and First State Bank Central Texas for the purpose of financing a "Vehicle for Development Services". The City desires to designate this Finance Agreement as a "qualified tax exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MARBLE FALLS:

<u>Section 1.</u> That the City will enter into a Finance Agreement with First State Bank Central Texas for the purpose of Financing a "Vehicle for Development Services".

Section 2. That the Finance Agreement dated as of May 2, 2017, by and between the City of Marble Falls and First State Bank Central Texas is designated by the City as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

<u>Section 3.</u> That the City will designate Mike Hodge, the City Manager, as authorized signer of the Finance Agreement dated as of May 2, 2017 by and between the City of Marble Falls and First State Bank Central Texas.

PASSED AND APPROVED by the Board of the City of Marble Falls in a meeting held on the  $2^{nd}$  day of May, 2017.

Issuer: City of Marble Falls	Witness Signature
John Packer Mayor	Christina McDonald City Secretary

## May 2, 2017

#### 6. CONSENT AGENDA

(d) Approval of an addendum to the Bank Depository Agreement dated June 1, 2013 between First State Bank of Central Texas and the City of Marble Falls for bank depository services for the period of June 1, 2017 through May 31, 2018. *Margie Cardenas, Finance Director* 



### Council Agenda Item Cover Memo May 2, 2017

Agenda Item No.: 6(d)

Presenter: Margie Cardenas, Director of Finance

Department: Finance Department Legal Review: 

✓ Not Applicable 
✓

#### **AGENDA CAPTION**

Approval of an addendum to the Bank Depository Agreement dated June 1, 2013 between First State Bank of Central Texas and the City of Marble Falls for bank depository services for the period of June 1, 2017 through May 31, 2018.

#### BACKGROUND INFORMATION

The City of Marble Falls entered into a depository agreement with First State Bank of Central Texas on June 1, 2013. The contract was a 3 year contract with an option to renew two 12 month periods. The expiration of the first 12 month extension will end on May 31, 2017. The bank is providing excellent services to the City and we would like to continue doing business with First State Bank of Central Texas. At this time we would like to exercise our final renewal option for 12 months beginning June 1, 2017 through May 31, 2018.

Attached is the addendum for the 12 months extension. All services will remain under the same premise as the original contract along with no fees charged on any of the services.

#### Addendum to Bank Depository Agreement dated June 1, 2013

This document will serve as an Addendum to the Bank Depository Agreement ("Agreement") entered into the 1<sup>st</sup> day of June, 2013, by and between the City of Marble Falls and First State Bank of Central Texas, a bank charted by the State of Texas.

The Addendum shall become effective on the 1<sup>st</sup> day of June, 2017, and serve to extend the Agreement under the same terms and conditions by one (1) year until May 31, 2018, as allowed in the Agreement under the terms outlined in *Section 1 Designation as Depository*.

This Addendum will serve as the second continuation of the original Agreement. The original Agreement dated June 1, 2013, is attached and made part of this document.

City of Marble Falls	First State Bank of Central Texas
John Packer, Mayor	Name and Title
Attest: Christina McDonald, City Secretary	Attest:
Custodian: Bank	



### JUL 1 9 2013

#### BANK DEPOSITORY AGREEMENT

City of Marble Falls City Secretary's Office

This bank Depository Agreement (the "Agreement") is made and entered into this 1st day of June, 2013 by and between City of Marble Falls (the "City) and First State Bank of Central Texas (the "Bank") a bank chartered by the State of Texas.

#### Section I Designation as Depository

The City, through action of its Governing Body, hereby designates the bank as its depository for banking services for a three year period, commencing June 1, 2013 through May 31, 2016, with a provision for two one-year continuations under the same terms and conditions of the contract.

#### Section II Designation of Custodian

The City and Bank hereby designate the Trust Company of Sterne Agee, Inc (the "Custodian") to hold in trust, according to the terms and conditions of the City Request for Proposal, dated April 3, 2013, (the "RFP") and pursuant to a separate Safekeeping Agreement, attached as Exhibit A, all securities pledged as depository collateral in accordance with the City's Investment Policy.

Any and all fess from the Custodian associated with the safekeeping of securities pledged to the benefit of the City shall be borne by the bank.

#### Section III Collateral

City time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral, acceptable to the City and in accordance with the Public Funds Collateral Act (Texas Government Code 2257), pledged by the Bank and held in trust by the Custodian in an amount equal to at least 102% of the total of those funds. Custodian will provide a monthly report of the collateral directly to the City.

Such pledged securities shall be subject only to the joint written instructions of both (a) authorized representatives of the City and (b) specifically authorized representatives of the Bank. The Bank shall have the right, with prior written consent of the City, to substitute or replace, any or all of the pledged securities with collateral acceptable to the City.

#### Section IV Financial Position

The bank will provide a statement of its financial position on at least a quarterly basis. The Bank will provide an annual statement audited by its independent auditors including a letter as to its "fair representation".

#### Section V Authorized City Representative

For the term of this contract, the City and Bank designate the individuals as listed in Exhibit B as authorized to represent and act for the City in any and all matters including collateral assignment and substitution, execution of agreements and transfer of funds. Any change in these representatives will be made in writing.

#### Section VI Scope of Services

The Bank's response to the City's RFP, dated April 13, 2013, (the "Response") is incorporated into this Agreement for all purposes, including service charges, time deposit, demand deposit and loan rates, and attached as Exhibit C. If any provisions of the Response and this Agreement are in conflict, this Agreement will control.

The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, turn over to its successor all funds, City-owned securities, property and things of value held as depository.

The City shall have the power to determine and designate the character and amount of the funds to be deposited in the Bank. The City may arrange for time deposits and Bank may accept such deposits subject to the terms of the Bank's response.

This Agreement, along with all Exhibits and other incorporated documents shall constitute the entire Agreement between the parties.

#### Section VII Bank Compensation

Bank will be compensated for any and all services rendered to City under this Agreement. Bank agrees to offset monthly service fees against its customary earnings credit for balances in City's on-interest bearing accounts. Net insufficiencies in earnings credits will be charged on an annual basis.

#### FEE BASIS LANGUAGE

Bank will be compensated for any and all services rendered to City under this Agreement on a cost per item or monthly charge basis as set forth in the service charges of the Bank's Response.

#### Section VIII Default

The Bank shall be in default if it fails to pay all or part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled "bankrupt", "insolvent" or "failed" by a federal or state banking regulator, or if a receiver is appointed for the Bank.

In the event of a default, failure or insolvency of the bank, the City shall be deemed to have vested full title to all securities pledged under this Agreement. The City is empowered to take possession of and transfer and or sell any and all securities. If the security is liquidated, any proceeds over the defaulted amount, plus expenses related to liquidation, shall be returned to the Bank. This power is in addition to other remedies which the City may have under this Agreement and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the City under this Agreement.

#### Section IX Non-Assignability

This Agreement is not assignable in whole or in part but is binding on the parties, their successors and assigns.

#### Section X Termination

This Agreement may be terminated by either the City or the Bank by giving sixty (60) days prior written notice to the parties.

#### Section XI Law Governing

All applicable provisions and requirements of the law of the State of Texas governing depositories for the City shall be a part of this Agreement.

#### Section XII Bank Authorization

The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the bank and recorded in the official records of the Bank.

George W. Russell Name and Title Mayor	Ranny Dozeman, CFO Name and Title
ATTEST:  Lheprid Donald  Cry Secretary  CUSTODIAN:  BANK	ATTEST:  JOE SWYNNERTON, PRESIDENT
Custody rgi- Steine ATTEST:	33D.



## ATTACHMENT B PUBLIC FUNDS DEPOSITOR COLLATERAL SECURITY AGREEMENT

This Public Funds Depositor Collateral Security Agreement (the "Agreement") is made and entered into as of the 1st day of July, 2013 by and between City of Marble Falls (the "Depositor") and First State Bank Central Texas ("Bank"), and any prior Agreement between Depositor and Bank relative to the subject matter hereof is hereby terminated as of the date first written above.

#### RECITALS

Depositor, through action of its Board of Directors, has designated Bank as a depository for Depositor's funds. Funds on deposit with Bank to the credit of Depositor in excess of federal deposit insurance are required to be secured by eligible security as provided for by the Public Funds Collateral Act, V.T.C.A. Government Code Section 2257.001 et seq. (the "Public Funds Law"). Depositor and Bank understand and acknowledge that the amount of Depositor's uninsured deposits in Bank may vary substantially from time to time; that under the circumstances permitted herein, the Bank may release, add to or substitute for the securities pledged by Bank from time to time to secure such uninsured deposits of Depositor; and that it is the intent of the parties that this Agreement be renewed and extended upon and at the time of each permitted release, addition or substitution of collateral securities and thereafter remain in force and effect for the full term thereof until terminated in the manner set forth herein. In order to perfect Depositor's security interest in eligible securities pledged by Bank from time to time to secure such uninsured deposits, the Board of Directors of the Bank (the "Bank Board") has authorized the undersigned Bank officer to enter into this Agreement on behalf of Bank under the terms of which Bank will either (i) cause its authorized Security Safekeeping Agent to hold the collateral assets in a custody account as bailee for the benefit of Depositor, or (ii) cause the Federal Reserve Bank to hold the collateral assets in a restricted securities account, joint safekeeping account or other similar account as custodian/bailee for the benefit of Depositor (such Safekeeping Agent or the Federal Reserve Bank, as the case may be, hereinafter called the "Custodian").

#### **AGREEMENT**

Now, Therefore, in consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. Grant of Security Interest. To secure the uninsured deposits maintained by Depositor with Bank from time to time, Bank hereby pledges and grants to Depositor a security interest in its Eligible Securities (as defined in the Public Funds Law) which are held, now or hereafter, by Custodian for the benefit of Depositor in accordance with the terms of this Agreement (the "Collateral"). At all times during the term of this Agreement, the Collateral shall consist solely of the following:

General obligations of the United States of America or its agencies or instrumentalities backed by its full faith and credit;

Direct obligations of the State of Texas or Texas State agencies and instrumentalities;

Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States of America, the underlying security for which is guaranteed by an agency or instrumentality of the United States of America that have an expected weighted average life of 10 years or less;

Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the State of Texas or the United States of America or their respective agencies and instrumentalities; and

Obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

Bank shall cause Custodian to accept and hold the Collateral as bailee and/or custodian for Depositor to secure Bank's obligation to repay the deposits.

- 2. Receipts. The Collateral held by Custodian for the benefit of Depositor, as of the effective date of this Agreement, has been described on Trust Receipts (as defined in the Public Funds Law) issued by Custodian, copies of which Custodian has forwarded to Depositor. Such current Collateral is described on Exhibit "A" attached hereto and made a part hereof for all purposes. With respect to additional or substitute Collateral hereafter delivered by Bank to Custodian to hold for the benefit of Depositor, or any releases of securities previously held as Collateral ("Releases"), as contemplated by this Agreement, Bank shall cause Custodian to issue Trust Receipts or Releases describing such additional or substitute Collateral or released securities and promptly forward copies of same to Depositor. Such Trust Receipts and Releases which are furnished to Depositor by Custodian from time to time shall be deemed a part of this Agreement without further action on the part of any party hereto, and this Agreement shall apply to such released, additional or substituted Collateral to the same extent as if it were described on Exhibit "A" attached hereto. If the Custodian is the Federal Reserve Bank, such Trust Receipts or Releases will consist of a written confirmation (the "Advice"). Such Advice shall be subject to the terms and conditions of all applicable regulations, operating circulars, bulletins and policies of the Federal Reserve Bank, including the terms and conditions of any applicable forms or agreements, as may now exist or hereafter be enacted, promulgated or issued by the Federal Reserve Bank (collectively (Applicable Regulations"). Upon request of Depositor, Bank agrees to provide or cause Custodian to provide a then-current list of all Collateral pledged by Bank to secure Depositor's funds to update Exhibit "A" to this Agreement.
- 3. Required Collateral Value. Bank agrees with Depositor that the total market value of the Collateral securing uninsured deposits maintained by Depositor with Bank will at all times during the term of the Agreement be not less than one hundred ten percent (110%) of the amount of such uninsured deposits (the "Required Collateral Value"). To insure that the Required Collateral Value is maintained, Bank will redetermine, on a monthly basis, the amount of Depositor's uninsured deposits (taking into account that month's deposits, accrued interest, disbursements and withdrawals) held by Bank and (using the most recently determined market value of the Collateral) promptly notify Depositor of any additional Collateral which may be necessary to maintain the Required Collateral Value. Determination of the market value of Collateral will be calculated monthly or more frequently on Depositor's request. If upon such monthly determination of the Collateral's market value, the Required Collateral Value is not then maintained, Bank will promptly notify Depositor to determine if the deposit of additional Collateral is necessary to maintain the Required Collateral Value.
- 4. Release of Collateral. Custodian shall not release any part of the Collateral without Depositor's written authorization. Depositor agrees to furnish such authorization promptly upon Bank's request under the circumstances described in Sections 5, 6, or 13 of this Agreement. Depositor's authorization to Custodian to release from the Collateral only designated Eligible Securities shall terminate the security interest granted by Bank in this Agreement only with respect to such designated Eligible Securities. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the release of Collateral.

- 5. <u>Substitution of Collateral</u>. It is hereby agreed that upon obtaining the prior written consent of the Depositor, which consent shall not be unreasonably withheld, substitutions of the Collateral held hereunder may be made at any time so long as the fair market value of the Eligible Securities being substituted is at least equal to the fair market value of the Eligible Securities being removed. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations shall govern the substitution of Collateral.
- 6. Excess Collateral. At such times as the aggregate market value of the Collateral held by Custodian exceeds the Required Collateral Value, Depositor, upon request by Bank, shall authorize Custodian to permit Bank to release the excess portion of the Collateral. Custodian shall have no further liability to Depositor with respect to those Eligible Securities released upon Depositor's authorization.
- Additional Collateral. If at any time the aggregate market value of Collateral held by Custodian is less than the Required Collateral Value, Bank shall upon instruction by Depositor, promptly either (i) deposit with Custodian sufficient additional Eligible Securities of the type specified in Section 1 as may be necessary to cause the aggregate market value of the Collateral to equal the Required Collateral Value, or (ii) transfer additional Eligible Securities of the type specified in Section 1 to the restricted securities account, joint safekeeping account or other similar account maintained by the Federal Reserve Bank as may be necessary to cause the aggregate market value of the Collateral to equal the Required Collateral Value and cause the Federal Reserve Bank to issue a corresponding Advice (and Bank will deposit with the Federal Reserve Bank additional Eligible Securities if and to the extent necessary to fulfill its obligations under this Agreement).
- 8. Earnings and Payments on Collateral. Bank shall be entitled to the interest income and earnings paid on the Collateral and Custodian may dispose of such interest income and earnings as directed by Bank without approval of Depositor, so long as Depositor has not notified Custodian of Bank's default under this agreement. Bank shall be entitled to any principal payment or prepayment of the Collateral and Custodian may dispose of such principal payment or prepayment as directed by Bank without approval of Depositor, so long as (I) the Custodian has received a written accounting from the Bank indicating that the Required Collateral Value will be maintained after deducting from the market value of the Collateral (determined no more than four (4) days prior to such payment date) the amount of such principal payment or prepayment and (ii) Depositor has not notified Custodian of Bank's default under this Agreement. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the disposition of interest earnings and principal payments on the Collateral.
- 9. Default and Remedies. If Bank fails at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposit or becomes insolvent or materially breaches its contract with Depositor, a default shall exist under this Agreement and Depositor shall give written notice of such default to Bank, and Bank shall have ten (10) days to cure same. In the event Bank fails to do so, it shall be the duty of Custodian, upon written demand of Depositor, to surrender or transfer the Collateral to Depositor or Depositor's nominee and Bank hereby irrevocably authorizes Custodian to surrender or transfer the Collateral upon the conditions herein specified. Depositor may sell all or any part of such Collateral in a commercially reasonable manner and out of the proceeds of the Collateral may pay Depositor all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency sale. Depositor shall account to Bank for the remainder, if any, of said proceeds or Collateral remaining unsold. Such sale may be either at public or private sale; provided,

however, Depositor shall give Bank ten (10) days' written notice of the time and place where such sale shall take place and such sale shall be to the highest bidder for cash. Depositor and Bank shall have the right to bid at such sale. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the Depositor's exercise of remedies against the Collateral.

- Authorization and Records. The Bank Board has authorized the pledge of Bank assets to collateralize uninsured deposits maintained by Depositor, and has authorized the undersigned Bank officer to enter into, execute and deliver to Depositor this Agreement on behalf of Bank and to take all action which may be necessary or appropriate to create and perfect the security interest in the Collateral contemplated hereunder. Bank shall deliver to Depositor a fully executed Board Resolution indicating same as a condition precedent to the effectiveness of this Agreement and shall advise Depositor immediately of any revocation, amendment or modification thereof. Bank shall maintain this Agreement, its copies of all Trust Receipts, Releases and Advices, and the Resolution Certificate among its official records continuously until such time as this Agreement is terminated and all uninsured deposits of Depositor have been properly and fully paid out. This Agreement may be executed in one or more counterparts, each of which shall be an original.
- 11. Authorized Representative; Depositor Agreements. The Depositor hereby confirms that it has previously authorized its Investment Officer, Bookkeeper and/or Tax Assessor-Collector to execute this Agreement and any documentation required in connection therewith, including specifically pursuant to the Applicable Regulations and documentation related thereto, and to represent it and act on its behalf in any and all matters of every kind arising under this Agreement. During the term of this Agreement, the Depositor may further designate an additional officer or officers to singly or jointly represent and act on behalf of Depositor in any and all matters of every kind arising under this Agreement and, in such event, shall provide written notice thereof to Bank. In the event of any conflict between the provisions of this Agreement and any other agreement between the Depositor and the Bank relating to the deposits, this Agreement will control, unless the conflict is with the Applicable Regulations, in which even the Applicable Regulations will control. Bank and Depositor specifically agree that Depositor's prior approval is required for any par-for-par Collateral substitutions.
- Custodian as Bailee. Custodian will promptly identify the pledge by Bank to Depositor of the Collateral on the Custodian's books and records and any additional or substitute Collateral and issue to Bank and Depositor Trust Receipts covering the Collateral. Similarly, Custodian will promptly remove from its books and records any securities released from the pledge by Bank in compliance with the terms of this Agreement and issue to Bank and Depositor appropriate Releases identifying the released securities. Custodian acknowledges that it is the bailee of Depositor for purposes and Section 2257.044 of the Public Funds Law and its custodial capacity is deemed to be set forth on any Trust Receipt delivered to Bank and Depositor, whether such capacity is expressly so noted or not. If the Custodian is the Federal Reserve Bank, this section shall not apply, but Bank acknowledges the provisions of the Applicable Regulations which provide that the Federal Reserve Bank is acting as custodian/bailee and that the Collateral identified on the Advice is subject to the custodial provisions of the Applicable Regulations; and that the disposition thereof is subject to Depositor's approval.
- 13. <u>Amendment, Modification, Renewal</u>. Each permitted release of previously pledged Collateral and each addition to or permitted substitution for Collateral shall be deemed and considered, without further action by Bank or Depositor, as an amendment to Exhibit "A" attached hereto and a contemporaneous renewal and extension of this Agreement for

the term hereinafter stated upon the same terms and containing the same provisions as set forth herein, except as the Collateral subject to this Agreement may be modified or amended thereby; provided, however, that any such renewal and extension shall not affect any transaction entered into prior to such renewal and extension until Bank shall have properly and fully paid out all uninsured deposits (including any uninsured time deposits) and Depositor shall have authorized Custodian to redeliver to Bank's sole control all Collateral then in Custodian's possession. Otherwise, this Agreement may not be amended or modified except by mutual written agreement of the parties hereto.

- 14. Term. Unless sooner terminated as hereinafter provided, the term of this Agreement, and any renewal or extension hereof resulting from any release, addition to or substitution of securities pledged as Collateral hereunder, shall commence on the date of this Agreement, or the date of such release, addition or substitution, and continue for a term of ten (10) years.
- 15. <u>Termination</u>. Either Depositor or Bank may terminate this Agreement prior to the expiration of the term hereof upon thirty (30) days' advance written notice to the other or by entering into a new Public Funds Depositor Collateral Security Agreement which is intended to supercede and replace this Agreement; provided, however, that the terms of this Agreement shall continue to apply to all transactions entered into prior to such termination and until Bank shall have properly and fully paid out all uninsured deposits (including any uninsured time deposits) and Depositor shall have authorized Custodian to redeliver to Bank's sole control all Collateral ten in Custodian's possession.
- 16. <u>Custodian Fees</u>. Any and all fees associated with the Custodian's holding of Collateral for the benefit of the Depositor will be paid by Bank and the Depositor will have no liability therefor.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day first above written.

**DEPOSITOR:** 

The Custodian, if other than the Federal Reserve Bank, joins in the execution of this Agreement for purposes of Sections 8, 9 and 12, and if the Custodian is the Federal Reserve Bank, such joinder is to be evidenced as set forth in the Applicable Regulations, the Advice and any documentation related thereto.

CUSTODIAN:

By: \_Trust Company of Sterne Agee, Inc.

Name: Low Ann Daris

Title: Custody ngy.

#### RESOLUTIONS

RESOLVED, that First State Bank Central Texas ("Bank") shall secure all deposits of Public Fund Units in excess of amount insured by the Federal Deposit Insurance Corporation ("Excess Funds") on deposit with the Bank at any time in whatever amount; and further

RESOLVED, in regard to the above referenced deposits, that the Chairman of the Board of Directors, President, and Senior Vice President, any Vice President, and Assistant Vice President, or any other officer of the Bank is hereby authorized and directed to execute for and on behalf of the Bank the following documents, it being further agreed that the execution of any of the same prior to the adoption of these resolutions is hereby ratified, confirmed and adopted:

- 1. A Public Funds Depositor Collateral Security Agreement (the "Collateral Security Agreement") in favor of the Public Fund Unit covering the Collateral described therein;
- 2. Such other and further documents as may be deemed necessary or desirable by such officer or as required by the Public Fund Unit in regard to the securing of the Excess Funds; and further

RESOLVED, that the officers executing any of the above described documents are hereby authorized and empowered to execute the same in the name and on behalf of the Bank, in such number of counterparts as the officer or officers executing the same shall deem necessary or desirable, with such terms, conditions, modifications, changes and provisions as the officer or officers executing the same may approve, the execution of such documents to evidence approval of the terms thereof conclusively; and further

RESOLVED, that any and all instruments executed and delivered on behalf of the Bank in connection with these resolutions by any person purporting to be an officer of the Bank shall be deemed to be the act of the Bank and shall be in all respects binding against the Bank; and further

RESOLVED, that all actions of all officers, agents or other representatives of the Bank taken or performed up to the dale hereof in respect to the preparation, execution and delivery of the documents, certificates or other instruments contemplated hereby, and the taking prior to the date hereof of any and all actions otherwise required by the terms and provisions of the above referenced documents, be, and they hereby are, in all respects approved, ratified and confirmed; and further

RESOLVED, that this approval is intended to comply in all respects with the requirements of applicable statutory law relating with the requirements of applicable statutory law relating to insurance of accounts including specifically, but without limitation, the requirements of 12 U.S.C.A. §§ 1821 (d)(9)(A) and 1823(e); and further

RESOLVED, that any deposit agreements between Bank and a Public Fund Unit and/or the Collateral Security Agreement are all intended to be, and shall be deemed to be, official records of the Bank; and further

RESOLVED, that any deposit agreements between Bank and Public Fund Unit, the Collateral Security Agreement and these Resolutions shall be continuously maintained in the business records of the Bank.

#### **EXHIBIT B**

#### **AUTHORIZED REPRESENTATIVES**

The following individuals are authorized representatives of the City empowered to direct the Bank and the Custodian for the Bank, in regard to collateral pledges, releases and substitutions in the joint safekeeping account as well as authorized to represent and act for the City in any and all matters including execution of agreements and transfer of funds.

City representative's Signature	
A. 201	
Dul L	
Margin Cardenas	
Christia He Donald	
M of C	
Kn Mil	

Name and Title

George W. Russell, Mayor

Ralph Hendricks, City Manager

Margie Cardenas, Director of Finance

Christina McDonald, City Secretary

Mark Whitacre, Chief of Police

Perry Malkemus, Director of Public Works

Bank Representatives Name and Title

RANDY DOZEMAN

WADE MILLER

JUL MANNERTON

## Bid to Serve as Depository for City of Marble Falls Funds

submitted by:

FIRST STATE BANK CENTRAL TEXAS

MARBLE FALLS BRANCH

617 Highway 281

Marble Falls, Texas

First State Bank Central Texas is a wholly owned subsidiary of Central Community Corporation, a one-bank holding company.

There are no known existing or potential conflicts of interest between the City and the Bank.

Attached:
Cover Letter
Bid Form for Acting as Depository for City Funds
and Related Attachments
Bid Proposal Deposit in Amount of \$1,000



First State Bank Central Texas



#### TABLE OF CONTENTS

Introduction	2
Request For Proposal	4
Calendar of Events	
Criteria For Evaluation	
Account Activities	6
Bank Depository Services	
Collateral Requirements	9
Investment Activities	10
Overdraft Provisions	10
Other Stipulations	10
Bidding Requirements	11
Miscellaneous 1	13
Proposal Submitted By	14
110p00a1 0 a0aaa00	
EXHIBIT 1. Bank Transaction Summary	15
DIXIIDIT 1. Dam. 1.00000000000000000000000000000000000	
REQUIRED SCHEDULES - To Be Completed By Bidder	16
1. Fee Schedule	
2. Certificates of Deposit	
3. Overdrafts	
4. Contact Personnel	
DEGRONGE ATTACHMENTS To Do Drovided Dy Didder	21
RESPONSE ATTACHMENTS – To Be Provided By Bidder  1. Sample Account Analysis Statement	21
Sample Account Analysis Statement     Historical Interest Rates & Basis of Rate Establishment	
3. Safekeeping Agreement	
4. Bank Financial Information	
5. Security Protection & Control Measures	
6. Technology Specifications	
7. Sample Safekeeping Account Statement	
8. Sweep/Overnight Investment Information	
9. Statement of Commitment and Summary business continuation plan.	
10. Lists of Comparable References and Current Texas Public Funds Clients	
INVESTMENT POLICIES	22

### INTRODUCTION

The City of Marble Falls and the Marble Falls Economic Development Corporation (the "City") pursuant to Chapter 105, Texas Local Government Code is requesting proposals from eligible and qualified financial institutions to provide the City the banking services as described below. The services provided will be in accordance with this Request for Proposal (the "RFP") and attachments. It is the City's intent that a Bank Depository Services Agreement detailing the services to be provided will be duly executed between the City of Marble Falls, the Marble Falls Economic Development Corporation, and the selected financial institution.

Any and all charges and fees associated with the Bank Depository Services Agreement must be clearly and accurately included in the RFP response. The charges and fees represented in the RFP response shall overrule any and all previous bank service or other agreements between the City and the financial institution, as they relate to the accounts and services included herein. The City will not be obligated by any charges and fees not clearly and accurately presented in the RFP response. Services initiated after consummation of the Bank Depository Services Agreement shall carry charges and fees mutually agreed to, in writing, by the City and the financial institution. Regardless of time delay, the financial institution shall refund or credit the City for any erroneous charges and fees not agreed to in writing.

The philosophy incorporated into this RFP is to solicit bids for banking services currently utilized or considered by the City. The City intends to manage its funds to minimize service charges and optimize investment income as authorized by policy and permitted by state law. The City anticipates that future collected funds balances will be reduced and/or invested in available investment alternatives.

The new agreement period will be for a three-year period of June 1, 2013 through May 31, 20016, with a provision for two one-year continuations under the same terms and conditions of the contract, subject to the mutual agreement of both parties. The agreement will also provide for an extension period not to exceed ninety (90) days for the transition to a new bank at the end of the term.

The City reserves the right to open or close any number or type of accounts, as it deems necessary throughout the term of the agreement. Any fee charged for services not listed but later requested by the City will be mutually agreed upon in writing. All fees shall be fixed for the entire contract period.

The Bank Depository Services Agreement is an important component of the treasury and cash management system of the City. From this perspective, the City is seeking a financial institution that is:

- Capable of providing the services required by the City at the least possible cost,
- ♦ Meets the requirements of Section 105.034 of the Local Government Code,

#### REQUEST for PROPOSAL

This RFP is intended to serve as the bid form for the Bank Depository Services Agreement. There are multiple blanks to fill in and questions to be answered. The evaluation of the bidder's proposal will be based on the responses include herein.

Exceptions, conditions, or qualifications to the provisions of the City's specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by bidder, if any, clearly stated and inserted in the appropriate place in the bid submission.

Each of these exceptions, conditions, or qualifications to the City's specifications may be included, as appropriate, in the Contract documents. Items and matters not explicitly excepted in this manner shall be deemed to be in conformance with the City's specifications.

The RFP also requests certain information to be attached and specifically labeled. Responses must be complete, address all aspects of the RFP, and include all requested information to receive full consideration by the City in the selection process. The City may choose to waive any irregularities in any responses received and reserves the right to reject all proposals.

Please note the following calendar of events for the dates and times of key elements in the bid procedure.

TARGET DATE	DESCRIPTION OF EVENTS
March 5, 2013	RFP distributed to prospective financial institutions
April 3, 2013	Responses due 10:00 A.M. CST at the City Administrative Offices.
April 16, 2013	City Council and EDC consideration of contract award.
April 22, 2013	Begin implementation.
June 1, 2013	New Bank Depository Services Agreement period begins.

#### **CRITERIA FOR EVALUATION**

The City shall carefully review the submitted proposals. The staff recommendation to the Council shall be based on the proposal determined to be "the best value" for the City. The evaluation of the proposals will be made based on, but not limited to, the following criteria, in no particular order of priority:

- Ability to perform and provide the required and requested services;
- Reputation of bidder and quality of services;
- ♦ Cost of services;
- Funds availability;
- Interest paid on interest bearing accounts and deposits;
- Earnings credit calculation on account balances;
- Completeness of bid and agreement to points outlined in the RFP;
- ♦ Convenience of locations;
- Previous service relationship with the City; and
- Financial strength and stability of institution.

### **ACCOUNT ACTIVITIES**

The City anticipates establishing an account configuration that consists of the following bank accounts:

- Credit Card Account
- Utility Deposits Account
- General Fund Interest and Sinking Account
- Police Forfeiture Fund
- CO's Series 2003
- Parks Improvement Fund
- TCDP 2006 Grant #2
- La Ventana PID Trust Account
- Police Federal Forfeiture Fund
- City Operating Account
- Marble Falls Economic Development Corporation Account

The Operating Account serves as the City's master operating account, including Accounts Payable and Payroll. It is a DDA account transferring funds by check, wire transfer, ACH, and intra-bank transaction.

Vendor checks and other payments are generally issued once each week on Thursday or Friday.

The City has a 110-person payroll with checks drawn on the Operating Account every other Friday. Additionally, the City offers its employees direct deposit. Of the 110 employees, approximately 90% utilize the direct deposit feature.

Daily deposits are made Monday – Friday during normal business hours.

Estimated historic activity and balance information from each of these accounts is tabulated in Exhibit 1 and targeted on Schedule 1, pages 16-20. Actual activity could vary significantly.

M. Check Stock – The City's accounting system utilizes blank check stock encoded at printing with the bank's processing information. The bank will not be responsible for providing check stock.

## **COLLATERAL REQUIREMENTS**

- A. As security for the deposits of the City, the successful bank shall pledge securities equal to 102% of their market value, of the largest total balances the City maintains in the bank, less the amount provided by the Federal Deposit Insurance Corporation. The securities so pledged shall satisfy the requirements of the Public Funds Collateral Act, Chapter 2257, Local Government Code, and the Investment Policies (Attached).
- B. The securities pledged shall be held in safekeeping at an independent financial institution acceptable to both the City and the successful bank. The original copy of all security receipts shall be filed with the Director of Finance.
- C. The successful bank and the custodial bank shall provide the City a report of securities pledged at the end of each month or at any time requested by the City. The report should reflect the total pledged securities itemized by:

Name
Type / Description
CUSIP
Par Value
Market Value
Maturity Date
Rating by Moody's or Standard & Poor's

- D. Any substitutions of the securities or reductions in the total amount pledged shall be made only by and with the proper written authorization of an authorized City signatory. The City shall approve all securities pledged. In the case of reduction requests, the bank shall provide in writing that collateral shall be available when needed to meet normal balance increases throughout the year.
- E. The Board of Directors or designated committee of the successful bank will be required to provide a resolution of certification approving the commitment and delivery of the collateral to the safekeeping institution not later than five days before the commencement of the contract period.

#### **BANK DEPOSITORY SERVICES**

The City requests information on the following services:

A. Balance Reporting – The City requires on-line balance reporting for daily access to its account balance information. The minimum information to be contained in the electronic reporting should be for the previous business day and include: ledger balance, collected balance, one day float amount, two day float amount, total credits, total debits, and detail debits and credits. Access to the information through the Internet is required. Historical information should be maintained on-line and accessible for two months.

The Bank offers an online information system (NetTeller Advantage) that is a web-based treasury management solution that provides banking customers unprecedented flexibility and online access to their accounts with automated book transfer capability, ACH Origination, Positive Pay, Stop Payment, Wire Transfer, reporting and account management capabilities. In addition, electronic statements and notices are available within the system for a period of 18-months. The system may be customized by the City, the City's system administrator and each user so that the overall management offers a controlled environment in which to conduct online banking sessions while maintaining system oversight. The NetTeller Advantage system provides a single-sign on, dual authority environment for ACH and Wire Transfer functions, and utilizes the industry's highest security standards.

B. Controlled Disbursement – The City could potentially in the future consider the use of a controlled disbursement account. The controlled disbursement presentment notification should also be accessible through Balance Reporting. This information should be available and accessible by 10:00 A.M. local time.

### The Bank does not currently offer this service.

C. ACH Debit Blocking – The City could potentially in the future use ACH debit blocking capabilities on its accounts, with the ability to selectively permit specified ACH debits on certain accounts and restrict all ACH debits from certain accounts.

The City can establish filters and blocks so that all ACH debits and credits are blocked, debits only, credits only or by a specific Company Identification Number to allow or disallow any transaction by a single Company Identification Number.

D. Account Analysis – The City desires account analysis statements delivered to the City on a monthly basis by individual account and at group level, which will reflect average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, detail of services provided with quantities and unit fees for each, and total service cost.

#### N/A

E. Bank Statements – Paper statements shall be rendered within five (5) working days after the close of the calendar month. The statement shall include debits and credits made on the last day of the period and the detail items. Bank statements should be received on a monthly basis, even if there is no activity for the account (dormant accounts). The statement must include photo copies of cleared checks and deposits.

## In addition to paper statements, the City may elect to receive statements in electronic format through NetTeller Advantage.

F. Direct Debit – As an additional service to its patrons, the City requires a direct debit payment system for certain charges. Currently the City allows this option to its 2,800+ utility customers. Approximately 380 - 400 transactions are processed this way per month. The City anticipates including other services and fees in the direct debit system, and transaction volume to increase.

The Bank offers ACH Origination ("FirstNet") services that allows a company the option of sending ACH files as a pass-through to the bank for origination or ACH transactions may be entered individually or in a batch using the webbased system. ACH Categories can be established so that each file may be submitted under a specific category.

G. Collateralization – The balances maintained in all accounts must be collateralized in the same manner and under the same stipulations as outlined in the Collateral Requirements section. The City anticipates utilizing interest bearing accounts or an overnight sweep investment option. In the event interest-bearing accounts are utilized, the maximum ledger balances could exceed \$5,000,000 in the aggregate. Historically the average balances are less than \$4,000,000. Balances of the Marble Falls Economic Development Corporation Account (approximately \$100,000 to \$300,000) shall be separately insured and collateralized. Please clearly explain any collateral limitations or fees. The City reserves the right to maximize or minimize bank balances regardless of historical patterns.

## The Bank will provide eligible securities as collateral to secure all deposit balances in excess of FDIC insurance limits.

H. Sweep Account – If interest-bearing accounts are not utilized, the City requires the use of a sweep account for overnight investment of funds in excess of a target balance in the Operating Account. This sweep investment account shall comply with the Public Funds Investment Act and Investment Policy.

#### N/A

I. Payment for Services – The City intends to pay for all services provided by the earnings credit amount generated by account balances, or by direct payment, or a combination of both.

## The Bank will not assess the City any service fees for transaction and savings accounts during the term of the contract.

J. Account Settlement – Settlement of the excess/deficient condition as reflected by the group level account analysis is to occur on a quarterly basis.

#### N/A

K. Research – The City requests that all research requests are responded to within three business days of the request.

## The Bank concurs with this request.

L. Bank Errors – Bank errors resulting in lost interest to the City will be reimbursed by the Bank to the City. The Bank and the City will agree upon the method of reimbursement.

### The Bank concurs with this request.

#### **INVESTMENT ACTIVITIES**

- A. Direct Investment Alternative The City's direct investment activities may take place in City accounts. The City shall have the right, at its sole discretion, to direct investment of its funds. The successful bank will be required to provide clearing and safekeeping services for City investment activity. The attached Investment Policies outline the City's options for investing any and all funds. The policies are subject to annual review and revision by the City Council and EDC Board.
- B. Certificates of Deposit Certificates of Deposit (CD's) purchased for the City shall be non-negotiable and shall be registered in the name of the City. The CDs must be fully insured by the F.D.I.C. or collateralized in accordance with the RFP requirements. Proof of collateral must be supplied to the City prior to CD purchase.
- C. Interest Calculations Interest on all CDs shall be computed on an actual day basis, and the interest shall be paid to the City on the maturity date. Payment shall be made by crediting the account from which the CD was purchased.
- D. Extension of CDs The successful bank agrees to honor and continue any CD made during the term of the Bank Depository Services Agreement that will mature after the expiration date of the Agreement at the same rate established before the expiration of the contract.
- E. The City of Marble Falls and Marble Falls Economic Development Corporation have investments in TexPool and Logic in the amount of \$773,000 as of 1/31/13. These funds may be invested in other instruments at any given time according to the Investment Policy.

#### OVERDRAFT PROVISIONS

The City does not intend to have a net overdraft position occur during the course of the contract period. A net overdraft shall be defined as a negative balance in the City's accounts **collectively**, not by individual account.

In the event a check or checks shall be presented for payment where there is insufficient funds for the purpose of paying checks, the successful bank agrees to promptly notify the Chief Financial Officer or other signatory person, by telephone or other means, of the overdraft condition, and to provide the City a period not exceeding one business day to respond and rectify the condition.

#### **OTHER STIPULATIONS**

A. The successful bidder shall notify the City in writing within ten (10) days of any changes in Federal or State regulations or laws that would affect the Bank Depository Services Agreement.

- B. Notification of wire transfers shall be made by telephone, fax, or email to the Director of Finance within one hour of the transaction and a written confirmation mailed to the City the same day of the transaction.
- C. In the event it would be ruled illegal under the provisions of any Federal or State laws or regulations for the successful bank to comply with the requirements of the Bank Depository Services Agreement, then the City expressly reserves the right and privilege to cancel the Bank Depository Services Agreement and to re-bid.
- D. The successful bank's records relating to the City's accounts shall be open for review during normal business hours by designated staff members or appointed independent auditors.
- E. The City reserves the right to open and maintain one or more demand accounts at financial institutions not affiliated with the successful bank.

### **BIDDING REQUIREMENTS**

A. One (1) complete copy of the proposal with the bid bond check, sealed and clearly marked "Bank Depository Services RFP," shall be delivered to the City Secretary by 10:00 A.M., CST, on Wednesday, April 3, 2013 and addressed:

Christina McDonald, City Secretary City of Marble Falls 800 Third Street Marble Falls, TX 78654

830.693.3615

## B. NO PROPOSAL SHALL BE RECEIVED AFTER 10:00 A.M. ON THE DATE DUE.

- C. The proposing institution shall use this RFP as the Official Bid Form. Submitted prices, rates, conditions, and answers shall be included in final contract form. The signed, submitted response should include printed copies of all completed worksheets and will be deemed the respondent's official proposal.
- D. The City reserves the right to request additional information or to meet with representatives from proposing organizations to discuss points in the proposal before and after submission, any and all of which may be used in forming a recommendation.
- E. The City reserves the right to reject any and all proposals, and to accept the proposal it considers in its best interest based upon the requirements and descriptions outlined in this RFP.
- F. Bidder must qualify under current Texas law as a state or national bank to serve as a municipal depository bank.

- G. Bidder shall supply a bid bond of \$1,000.00. The bid bond shall be in the form of a cashier's check made payable to the City, and shall be returned to each bidder upon final acceptance and execution of a contract with the successful bidder. Should the institution selected as the successful bank by the City fail to become a bank service provider, for whatever reason, the bid bond will be forfeited to the City as liquidated damages.
- H. Transfer of funds will commence at such time the successful bank has provided the City with all required forms and supplies necessary to insure uninterrupted day-to-day operations. The successful bank commits its "best efforts" to complete the execution of documentation and transfer of funds by the June 1, 2013 contract period start date. Failure to complete by the start date, at the discretion of the City, could be considered grounds for bid bond forfeiture and alternative bank selection.
- I. The successful bank shall, upon termination of contract, cooperate with the new bank for transfer of funds.
- J. The formal bid opening will be on April 3, 2013 deadline. Upon written request, a copy of the accepted proposal will be available after the City Council selects the successful bank.
- K. Any questions concerning this RFP should be directed to:

Margie Cardenas, Director of Finance City of Marble Falls 800 Third Street Marble Falls, TX 78654

830.693.3615 830.693.6737 fax mcardenas@ci.marble-falls.tx.us

#### **MISCELLANEOUS**

- A. The City shall require a review meeting at least once every six months to evaluate the working relationship between the City and the successful bank. The objective shall be to address any problems and to seek solutions as well as keeping abreast of changes, new services, or new requirements.
- B. The final appointment of the successful bank shall be made by contract award of the Marble Falls City Council and Marble Falls Economic Development Corporation Board of Directors. The successful bank shall be required to enter into a contract that incorporates all of the requirements of their submitted RFP as the OFFICIAL BID FORM, along with the accompanying related schedules and materials as called for in this RFP. Additional contract attachments include: collateral custodial agreement, FIRREA bank certification, and PFIA investment provider certification.
- C. This RFP has been duly advertised and is being offered for consideration to financial institutions as permitted by the City policy.

The following person duly authorized to act on behalf of the City is offering this Request For Proposal.

Ralph Hendricks, City Manager

## PROPOSAL SUBMITTED BY

The following person duly authorized to act on behalf of this financial institution is submitting this Proposal to the City.

First State Bank Central Texas Name of Financial Institution
6500 Mopac Blvd, Building 1, Suite 1102
Austin, Texas
Address of Financial Institution
254/ 771-5862
Telephone Number
Randy Dozeman, SVP/CFO
Officer Name & Title (Printed)
Cacyon
Officer Signature
MATZCH 25, 2013
Date
The relationship will be serviced from our full service branch office located at 617 Highway 281 North, Marble Falls, Texas managed by Joe Swynnerton. The local telephone number is 693-3595.

## BANK TRANSACTIONS BY ACCOUNT 1-31-2013

### **CITY OF MARBLE FALLS**

		CREDITS		DEBITS		ENDING
ACCOUNT	DESCRIPTION	NO.	AMOUNT	NO.	AMOUNT	BALANCE
	Credit Card Account	37	60,149.92	5	913.04	106,244.84
763652971	Utility Deposits	17	8,765.32	30	1,662.84	262,427.49
	General Interest & Sinking	6	934,277.10	6	173,409.75	776,673.31
763653094	Police Forfeiture Fund	1	101.26	0	0.00	34,618.48
14110001	CO's Series 2003	1	2.81	0	0.00	897.44
763659695	Parks Improvement	1	13.69	0	0.00	44,955.10
6002080805	TCDP 2006	0	0.00	0	0.00	162,198.51
6002567534	La Ventana PID	1	63.49	0	0.00	21,705.93
6000292848	Police Federal Forfeiture	1	131.50	0	0.00	44,955.10
763652955	City Operating Account	102	4,261,847.39	414	2,875,427.76	2,579,530.93
	TOTAL	167	5,265,352.48	455	3,051,413.39	4,034,207.13

## THE CORPORATION FOR INDUSTRIAL

**DEVELOPMENT** 

## DBA THE MARBLE FALLS ECONOMIC DEVELOPMENT

## **CORPORATION**

763653003	EDC Account	5	113,515.64	17	130,535.14	123,417.84

## **REQUIRED SCHEDULES**

Please include UNIT PRICE on every available service, even if no ACTIVITY is listed. Also, highlight changes to item descriptions or measurement units.

SCHEDULE 1 - Fee Schedule (Monthly Activity primarily estimated from January 31, 2008)

	MONTHLY # UNITS/ ACTIVITY	MONTHLY UNIT <u>PRICE</u>	ESTIMATED MONTHLY <u>CHARGE</u>
Account maintenance DDA_	12	No Fee	
Account maintenance CDA_		Not available	
Account maintenance ZBA_		Not available	
Monthly Statement fee_	12	Provided	
Banking Center Services			
Branch Credits Posted		Provided	
Branch Deposit Verification		Provided	
Commercial Check Cashing		Provided	
Depository Services			
Items Deposited	1792	No Fee	
Checks On Us			
Checks Local City			
Checks Local RCPC			
Checks in District City			
Checks in District RCPC			
Checks in District Country			
Checks National FRB City			
Checks National FRB Other			
Checks Encoding		Not available	
Return Items Returned	6	No Fee	
Return Redeposit Reclear		Provided	
Disbursement Services			
Checks/Debits Posted	432	No Fee	
Check Photocopy Retrieval		Provided	
Controlled Disbursement Maintenance		Not available	
Stop Payment Automatic Renewal		Not Available	
Check Image Maintenance		Provided	

### **Funds Transfer Services**

Electronic Outgoing Repetitive Wire		No Fee	
Phone Outgoing Wire		No Fee	
Incoming Wire		No Fee	
Mail Advice		Provided	
Intra-bank account transfers	9	No Fee	
Automated Clearing House ACH Debits/Credits Originated			
	498	No Fee	****
ACH Return Fax Notification	1	No Fee	
ACH File Processing	6	No Fee	
ACH Maintenance		Provided	
ACH Authorized ID		Provided Provided	
<b>Balance Reporting Services</b>			
Account Charge	9	No Fee	
Current Day Maintenance	9	Provided	
Previous Day Maintenance	9	Provided	
Transaction Detail_		Provided	
Additional Account Maintenance		- Andrew	
Direct Deposit			
ACH Account Maintenance	200	Provided	
ACH per Item Charge (two day)	2	No Fee	
Transmission charge		No Fee	
Branch Teller Services			
Branch Order - Rolled Coin		No Fee	
Branch Order - Per Strap of Currency		No Fee	
Cash Deposit Processing		Provided	
Coin Deposit Processing		Provided	
Commercial Check Cashing		Provided	

Vault Services			
Deposit		Provided	
Deposit Dollars		Provided	
Deposit Standard Strap Notes		Provided	
Deposit Non-Std Strap Notes		Provided Provided	
Deposit Standard Coin Bag		Provided	
Activity Report - Faxed		Provided	
Adjustment			
Other Monthly			
Collateral Fee (max. balances)	5,000,000	No Fee	
Collateral Account Maintenance		Provided	
FDIC Insurance-per \$1,000 Ledger_			
Security Clearance/Safekeeping			
		No fee*	
Security Clearance Charges/Trade/Fed			
Security Clearance/Trade/DTC			
· · · · · · · · · · · · · · · · · · ·			
Safekeeping Charges/Month		No Fee*	
Charges/Security/Month/Fed		No fee*	
Charges/Security/Month/DTC		No fee*	
*if City uses the Bank's safekeeping agent			
Monthly Total Estimated Fees (ex.			
One time charges)			0.00
Other			
Night Depository Bags	6	No fee	
Large Safe Deposit Box (annual			
charge)		No fee	
Small Safe Deposit Box (annual charge)		No fee	
Endorsement Stamps (one time charge)	8	No fee	***
Checks & Deposit Slips		Deposit Slips Provide	
A CIT G - C		Describinal	
Other Fees for Contract term (inc.			
one time charges)			0.00
<b>-</b> -/			All items identified as "provided" will be provided to the City at no cost.

## Collected Balances/Earnings Credit

Formula_			
Current Rate_	n/a		
Average Collected Balance	4,000,000		
Less Reserve Requirement	400,000		
Investable Balance	3,600,000		
Estimated Earnings Credit per Month			0.00
Checking/Sweep Account Interest			
Formula		Interest will be paid on transaction accounts at a rate of 3/4% less than the prior month 91 day T-Bill average auction yield adjusted on the first day of each month, with a minimum rate of 0.25%.	
Current Rate	0.25%		
Average Collected Balance	4,000,000		
Estimated Monthly Earnings			833.33
Less Sweep Fee			
	based on balances remaining in transaction accounts)		833.33
- 1 Dominated Friendly Darning	accounts		000.00

1) Certificates of Deposit \$100,000 (or more): Interest will be paid at a rate equal to the Banks "posted rate". Interest will be paid monthly or at maturity at option of the City.

<u>Term</u>	Rate*	Minimum \$	Maximum \$
7 to 29 days	0.10%	100,000	None
30 to 59 days	0.10%	100,000	None
60 to 89 days	0.10%	100,000	None
90 to 119 days	0.15%	100,000	None
120 to 149 days	0.15%	100,000	None
150 to 179 days	0.15%	100,000	None
180 to 269 days	0.20%	100,000	None
270 to 364 days	0.20%	100,000	None
1 to 2 years	0.35%	100,000	None

<sup>\*</sup> rate for Certificates opened on March 15, 2013

## 2) Overdrafts:

Overdrafts are not anticipated to occur, however, should a net overdraft condition occur, the following stipulations shall apply:

Maximum number of banking days the overdraft shall be allowed:	three
Maximum amount of the overdraft:	\$ 100,000
Interest rate per annum computed on the overdraft:	Wall Street Journal Prime plus 3%

3) The City requests <u>one</u> relationship manager to coordinate the financial institution's efforts in providing the requested services. This individual will be the City contact and will be directly responsible for facilitating all City/financial institution interaction:

<b>Description</b>	Name	<u>Title</u>	<b>Phone</b>
Relationship Officer	Joe Swynnerton	President,	693-3595
		Marble Falls	

## RESPONSE ATTACHMENTS (Please attach in the order requested):

1. Monthly account analysis statement that will be provided to the City, and indicate any capability to provide the information electronically.

### Not Applicable

2. Explanation of the institutions' policy and methodology used in setting rates paid on interest bearing accounts and account analysis earnings credit. Indicate if they are based on a market rate such as T-Bill discount or yield rate, or the federal funds rate, etc., and when the rates are changed. Also, please provide a historical schedule of rates paid.

The Bank utilizes independent market sources to establish rates paid, primarily the U S T-Bill and rates calculated and published by the Federal Reserve Bank Board. Rates on transaction accounts change monthly on the first business day, other rates are subject to change daily. Attachment A provides historical 91 day T-Bill monthly average auction yields.

3. Collateral agreement clearly stating that the custodian is instructed to release the collateralized securities to the City if the City has determined that the bank has failed to pay on any accounts, including but not limited to matured investments in Certificates of Deposit, or the City has determined that the City's funds are in jeopardy for any reason, including but not limited to involuntary closure or change in ownership. The collateral agreement shall have signatories and be executed by the custodian, the successful bank, and the City.

Attachment B is a copy of the collateral agreement that the Bank utilizes with public fund entities.

4. Latest annual financial statements, the most recent quarterly F.D.I.C. call reports, and the Uniform Bank Performance Report for the latest fiscal year end.

Attachment C provides links to the December 2012 call report and UBPR.

5. Information describing the institution's security measures to prevent fraud and unauthorized electronic and non-electronic transfers, and protect the integrity of computer banking services and internal computer systems.

The Bank takes its responsibility to protect the financial information of our customers very seriously. All access points to customer data are restricted by the use of user IDs, passwords and tokens, and activity is monitored and reviewed on a daily basis. Third party vendors that provide service to the Bank are required to maintain security systems as well and report to the Bank the results of audits of their systems. The Bank monitors access and attempted access to internal computer systems on a 24/7 basis.

In addition to the physical security and monitoring systems in place to prevent unauthorized access and maintenance to customer data, the Bank has an ongoing training program for employees. The contents of the program include information to assist staff in identifying potential fraud and fraudulent transactions, proper usage of the Bank's information systems and the legal responsibilities of the Bank in protecting customer information.

## EXHIBIT A CITY OF MARBLE FALLS

Bank-Provided Historical Information (to be completed by the bank and provided to district)

	ECR Rate		Explanatory Notes, if applicable
Month	1 1 1 2 1	%	
	February-13	N/A	
	January-13	N/A	
	December-12	N/A	
	November-12	N/A	
	October-12	N/A	
_	September-12	N/A	
-	August-12	N/A	
	July-12	N/A	ŀ
	June-12	N/A	
	May-12	N/A	
	April-12	N/A	
	March-12	N/A	

Interest Bearing Accounts		Explanatory Notes, if applicable
Month	%	
February-13	0.25%	floor rate
January-13	0.25%	floor rate
December-12	0.25%	floor rate
November-12	0.25%	floor rate
October-12	0.25%	floor rate
September-12	0.25%	floor rate
August-12	0.25%	floor rate
July-12	0.25%	floor rate
June-12	0.25%	floor rate
May-12	0.25%	floor rate
April-12	0.25%	floor rate
March-12	0.25%	floor rate

## EXHIBIT A CITY OF MARBLE FALLS

Bank-Provided
Historical Information
(to be completed by the bank and provided to district)

Index Rate (Prior Month Ave 91 day Tbill Auction Yield)		Explanatory Notes, if applicable
Month	%	
February-13	0.074%	
January-13	0.077%	
December-12	0.101%	
November-12	0.104%	
October-12	0.105%	
September-12	0.106%	
August-12	0.099%	
July-12	0.089%	
June-12	0.090%	
May-12	0.081%	
April-12	0.090%	
March-12	0.095%	

# ATTACHMENT B PUBLIC FUNDS DEPOSITOR COLLATERAL SECURITY AGREEMENT

This	Public	Funds	Depositor	Collat	teral Securit	ty Agre	eement (the "	Agreen	nent'	') is n	nade an	d entere	ed into as
of	the			day	of		,			b	y a	and	between
						the	"Depositor"	) and	I	First	State	Bank	Central
Texa	s(	"Bank"	'), and any	prior	Agreement	betwe	en Depositor	and B	ank	relativ	ve to th	ne subje	ct matter
hereof is hereby terminated as of the date first written above.													

#### **RECITALS**

Depositor, through action of its Board of Directors, has designated Bank as a depository for Depositor's funds. Funds on deposit with Bank to the credit of Depositor in excess of federal deposit insurance are required to be secured by eligible security as provided for by the Public Funds Collateral Act, V.T.C.A. Government Code Section 2257.001 et seq. (the "Public Funds Law"). Depositor and Bank understand and acknowledge that the amount of Depositor's uninsured deposits in Bank may vary substantially from time to time; that under the circumstances permitted herein, the Bank may release, add to or substitute for the securities pledged by Bank from time to time to secure such uninsured deposits of Depositor; and that it is the intent of the parties that this Agreement be renewed and extended upon and at the time of each permitted release, addition or substitution of collateral securities and thereafter remain in force and effect for the full term thereof until terminated in the manner set forth herein. In order to perfect Depositor's security interest in eligible securities pledged by Bank from time to time to secure such uninsured deposits, the Board of Directors of the Bank (the "Bank Board") has authorized the undersigned Bank officer to enter into this Agreement on behalf of Bank under the terms of which Bank will either (i) cause its authorized Security Safekeeping Agent to hold the collateral assets in a custody account as bailee for the benefit of Depositor, or (ii) cause the Federal Reserve Bank to hold the collateral assets in a restricted securities account, joint safekeeping account or other similar account as custodian/bailee for the benefit of Depositor (such Safekeeping Agent or the Federal Reserve Bank, as the case may be, hereinafter called the "Custodian").

#### **AGREEMENT**

Now, Therefore, in consideration of the mutual covenants in this Agreement, the parties agree as follows:

1. Grant of Security Interest. To secure the uninsured deposits maintained by Depositor with Bank from time to time, Bank hereby pledges and grants to Depositor a security interest in its Eligible Securities (as defined in the Public Funds Law) which are held, now or hereafter, by Custodian for the benefit of Depositor in accordance with the terms of this Agreement (the "Collateral"). At all times during the term of this Agreement, the Collateral shall consist solely of the following:

General obligations of the United States of America or its agencies or instrumentalities backed by its full faith and credit;

Direct obligations of the State of Texas or Texas State agencies and instrumentalities;

Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States of America, the underlying security for which is guaranteed by an agency or instrumentality of the United States of America that have an expected weighted average life of 10 years or less;

Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the State of Texas or the United States of America or their respective agencies and instrumentalities; and

Obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

Bank shall cause Custodian to accept and hold the Collateral as bailee and/or custodian for Depositor to secure Bank's obligation to repay the deposits.

- 2. Receipts. The Collateral held by Custodian for the benefit of Depositor, as of the effective date of this Agreement, has been described on Trust Receipts (as defined in the Public Funds Law) issued by Custodian, copies of which Custodian has forwarded to Depositor. Such current Collateral is described on Exhibit "A" attached hereto and made a part hereof for all purposes. With respect to additional or substitute Collateral hereafter delivered by Bank to Custodian to hold for the benefit of Depositor, or any releases of securities previously held as Collateral ("Releases"), as contemplated by this Agreement, Bank shall cause Custodian to issue Trust Receipts or Releases describing such additional or substitute Collateral or released securities and promptly forward copies of same to Depositor. Such Trust Receipts and Releases which are furnished to Depositor by Custodian from time to time shall be deemed a part of this Agreement without further action on the part of any party hereto, and this Agreement shall apply to such released, additional or substituted Collateral to the same extent as if it were described on Exhibit "A" attached hereto. If the Custodian is the Federal Reserve Bank, such Trust Receipts or Releases will consist of a written confirmation (the "Advice"). Such Advice shall be subject to the terms and conditions of all applicable regulations, operating circulars, bulletins and policies of the Federal Reserve Bank, including the terms and conditions of any applicable forms or agreements, as may now exist or hereafter be enacted, promulgated or issued by the Federal Reserve Bank (collectively (Applicable Regulations"). Upon request of Depositor, Bank agrees to provide or cause Custodian to provide a then-current list of all Collateral pledged by Bank to secure Depositor's funds to update Exhibit "A" to this Agreement.
- 3. Required Collateral Value. Bank agrees with Depositor that the total market value of the Collateral securing uninsured deposits maintained by Depositor with Bank will at all times during the term of the Agreement be not less than one hundred ten percent (110%) of the amount of such uninsured deposits (the "Required Collateral Value"). To insure that the Required Collateral Value is maintained, Bank will redetermine, on a monthly basis, the amount of Depositor's uninsured deposits (taking into account that month's deposits, accrued interest, disbursements and withdrawals) held by Bank and (using the most recently determined market value of the Collateral) promptly notify Depositor of any additional Collateral which may be necessary to maintain the Required Collateral Value. Determination of the market value of Collateral will be calculated monthly or more frequently on Depositor's request. If upon such monthly determination of the Collateral's market value, the Required Collateral Value is not then maintained, Bank will promptly notify Depositor to determine if the deposit of additional Collateral is necessary to maintain the Required Collateral Value.
- 4. Release of Collateral. Custodian shall not release any part of the Collateral without Depositor's written authorization. Depositor agrees to furnish such authorization promptly upon Bank's request under the circumstances described in Sections 5, 6, or 13 of this Agreement. Depositor's authorization to Custodian to release from the Collateral only designated Eligible Securities shall terminate the security interest granted by Bank in this Agreement only with respect to such designated Eligible Securities. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the release of Collateral.

- 5. <u>Substitution of Collateral</u>. It is hereby agreed that upon obtaining the prior written consent of the Depositor, which consent shall not be unreasonably withheld, substitutions of the Collateral held hereunder may be made at any time so long as the fair market value of the Eligible Securities being substituted is at least equal to the fair market value of the Eligible Securities being removed. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations shall govern the substitution of Collateral.
- 6. Excess Collateral. At such times as the aggregate market value of the Collateral held by Custodian exceeds the Required Collateral Value, Depositor, upon request by Bank, shall authorize Custodian to permit Bank to release the excess portion of the Collateral. Custodian shall have no further liability to Depositor with respect to those Eligible Securities released upon Depositor's authorization.
- Additional Collateral. If at any time the aggregate market value of Collateral held by Custodian is less than the Required Collateral Value, Bank shall upon instruction by Depositor, promptly either (i) deposit with Custodian sufficient additional Eligible Securities of the type specified in Section 1 as may be necessary to cause the aggregate market value of the Collateral to equal the Required Collateral Value, or (ii) transfer additional Eligible Securities of the type specified in Section 1 to the restricted securities account, joint safekeeping account or other similar account maintained by the Federal Reserve Bank as may be necessary to cause the aggregate market value of the Collateral to equal the Required Collateral Value and cause the Federal Reserve Bank to issue a corresponding Advice (and Bank will deposit with the Federal Reserve Bank additional Eligible Securities if and to the extent necessary to fulfill its obligations under this Agreement).
- 8. Earnings and Payments on Collateral. Bank shall be entitled to the interest income and earnings paid on the Collateral and Custodian may dispose of such interest income and earnings as directed by Bank without approval of Depositor, so long as Depositor has not notified Custodian of Bank's default under this agreement. Bank shall be entitled to any principal payment or prepayment of the Collateral and Custodian may dispose of such principal payment or prepayment as directed by Bank without approval of Depositor, so long as (I) the Custodian has received a written accounting from the Bank indicating that the Required Collateral Value will be maintained after deducting from the market value of the Collateral (determined no more than four (4) days prior to such payment date) the amount of such principal payment or prepayment and (ii) Depositor has not notified Custodian of Bank's default under this Agreement. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the disposition of interest earnings and principal payments on the Collateral.
- 9. Default and Remedies. If Bank fails at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposit or becomes insolvent or materially breaches its contract with Depositor, a default shall exist under this Agreement and Depositor shall give written notice of such default to Bank, and Bank shall have ten (10) days to cure same. In the event Bank fails to do so, it shall be the duty of Custodian, upon written demand of Depositor, to surrender or transfer the Collateral to Depositor or Depositor's nominee and Bank hereby irrevocably authorizes Custodian to surrender or transfer the Collateral upon the conditions herein specified. Depositor may sell all or any part of such Collateral in a commercially reasonable manner and out of the proceeds of the Collateral may pay Depositor all damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency sale. Depositor shall account to Bank for the remainder, if any, of said proceeds or

Collateral remaining unsold. Such sale may be either at public or private sale; provided, however, Depositor shall give Bank ten (10) days' written notice of the time and place where such sale shall take place and such sale shall be to the highest bidder for cash. Depositor and Bank shall have the right to bid at such sale. If the Custodian is the Federal Reserve Bank, this section shall apply except to the extent it is in conflict with the provisions of the Applicable Regulations, in which event the provisions of the Applicable Regulations shall govern the Depositor's exercise of remedies against the Collateral.

- Authorization and Records. The Bank Board has authorized the pledge of Bank assets to collateralize uninsured deposits maintained by Depositor, and has authorized the undersigned Bank officer to enter into, execute and deliver to Depositor this Agreement on behalf of Bank and to take all action which may be necessary or appropriate to create and perfect the security interest in the Collateral contemplated hereunder. Bank shall deliver to Depositor a fully executed Board Resolution indicating same as a condition precedent to the effectiveness of this Agreement and shall advise Depositor immediately of any revocation, amendment or modification thereof. Bank shall maintain this Agreement, its copies of all Trust Receipts, Releases and Advices, and the Resolution Certificate among its official records continuously until such time as this Agreement is terminated and all uninsured deposits of Depositor have been properly and fully paid out. This Agreement may be executed in one or more counterparts, each of which shall be an original.
- Authorized Representative; Depositor Agreements. The Depositor hereby confirms that it has previously authorized its Investment Officer, Bookkeeper and/or Tax Assessor-Collector to execute this Agreement and any documentation required in connection therewith, including specifically pursuant to the Applicable Regulations and documentation related thereto, and to represent it and act on its behalf in any and all matters of every kind arising under this Agreement. During the term of this Agreement, the Depositor may further designate an additional officer or officers to singly or jointly represent and act on behalf of Depositor in any and all matters of every kind arising under this Agreement and, in such event, shall provide written notice thereof to Bank. In the event of any conflict between the provisions of this Agreement and any other agreement between the Depositor and the Bank relating to the deposits, this Agreement will control, unless the conflict is with the Applicable Regulations, in which even the Applicable Regulations will control. Bank and Depositor specifically agree that Depositor's prior approval is required for any par-for-par Collateral substitutions.
- Custodian as Bailee. Custodian will promptly identify the pledge by Bank to Depositor of the Collateral on the Custodian's books and records and any additional or substitute Collateral and issue to Bank and Depositor Trust Receipts covering the Collateral. Similarly, Custodian will promptly remove from its books and records any securities released from the pledge by Bank in compliance with the terms of this Agreement and issue to Bank and Depositor appropriate Releases identifying the released securities. Custodian acknowledges that it is the bailee of Depositor for purposes and Section 2257.044 of the Public Funds Law and its custodial capacity is deemed to be set forth on any Trust Receipt delivered to Bank and Depositor, whether such capacity is expressly so noted or not. If the Custodian is the Federal Reserve Bank, this section shall not apply, but Bank acknowledges the provisions of the Applicable Regulations which provide that the Federal Reserve Bank is acting as custodian/bailee and that the Collateral identified on the Advice is subject to the custodial provisions of the Applicable Regulations; and that the disposition thereof is subject to Depositor's approval.
- 13. <u>Amendment, Modification, Renewal</u>. Each permitted release of previously pledged Collateral and each addition to or permitted substitution for Collateral shall be deemed and considered, without further action by Bank or Depositor, as an amendment to Exhibit

"A" attached hereto and a contemporaneous renewal and extension of this Agreement for the term hereinafter stated upon the same terms and containing the same provisions as set forth herein, except as the Collateral subject to this Agreement may be modified or amended thereby; provided, however, that any such renewal and extension shall not affect any transaction entered into prior to such renewal and extension until Bank shall have properly and fully paid out all uninsured deposits (including any uninsured time deposits) and Depositor shall have authorized Custodian to redeliver to Bank's sole control all Collateral then in Custodian's possession. Otherwise, this Agreement may not be amended or modified except by mutual written agreement of the parties hereto.

- 14. <u>Term.</u> Unless sooner terminated as hereinafter provided, the term of this Agreement, and any renewal or extension hereof resulting from any release, addition to or substitution of securities pledged as Collateral hereunder, shall commence on the date of this Agreement, or the date of such release, addition or substitution, and continue for a term of ten (10) years.
- 15. <u>Termination</u>. Either Depositor or Bank may terminate this Agreement prior to the expiration of the term hereof upon thirty (30) days' advance written notice to the other or by entering into a new Public Funds Depositor Collateral Security Agreement which is intended to supercede and replace this Agreement; provided, however, that the terms of this Agreement shall continue to apply to all transactions entered into prior to such termination and until Bank shall have properly and fully paid out all uninsured deposits (including any uninsured time deposits) and Depositor shall have authorized Custodian to redeliver to Bank's sole control all Collateral ten in Custodian's possession.
- 16. <u>Custodian Fees</u>. Any and all fees associated with the Custodian's holding of Collateral for the benefit of the Depositor will be paid by Bank and the Depositor will have no liability therefor.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day first above written.

DEPOSITOR:
By:
Name:
Title:
BANK:First State Bank Central Texas
Ву:
Name: Randy Dozeman
Title: Senior Vice President

The Custodian, if other than the Federal Reserve Bank, joins in the execution of this Agreement for purposes of Sections 8, 9 and 12, and if the Custodian is the Federal Reserve Bank, such joinder is to be evidenced as set forth in the Applicable Regulations, the Advice and any documentation related thereto.

CUSTODIAN:	
By:Trust Company of Sterne Agee, Inc	
Name:	<del>-</del> :
Γitle:	

#### RESOLUTIONS

RESOLVED, that First State Bank Central Texas ("Bank") shall secure all deposits of Public Fund Units in excess of amount insured by the Federal Deposit Insurance Corporation ("Excess Funds") on deposit with the Bank at any time in whatever amount; and further

RESOLVED, in regard to the above referenced deposits, that the Chairman of the Board of Directors, President, and Senior Vice President, any Vice President, and Assistant Vice President, or any other officer of the Bank is hereby authorized and directed to execute for and on behalf of the Bank the following documents, it being further agreed that the execution of any of the same prior to the adoption of these resolutions is hereby ratified, confirmed and adopted:

- 1. A Public Funds Depositor Collateral Security Agreement (the "Collateral Security Agreement") in favor of the Public Fund Unit covering the Collateral described therein;
- 2. Such other and further documents as may be deemed necessary or desirable by such officer or as required by the Public Fund Unit in regard to the securing of the Excess Funds; and further

RESOLVED, that the officers executing any of the above described documents are hereby authorized and empowered to execute the same in the name and on behalf of the Bank, in such number of counterparts as the officer or officers executing the same shall deem necessary or desirable, with such terms, conditions, modifications, changes and provisions as the officer or officers executing the same may approve, the execution of such documents to evidence approval of the terms thereof conclusively; and further

RESOLVED, that any and all instruments executed and delivered on behalf of the Bank in connection with these resolutions by any person purporting to be an officer of the Bank shall be deemed to be the act of the Bank and shall be in all respects binding against the Bank; and further

RESOLVED, that all actions of all officers, agents or other representatives of the Bank taken or performed up to the dale hereof in respect to the preparation, execution and delivery of the documents, certificates or other instruments contemplated hereby, and the taking prior to the date hereof of any and all actions otherwise required by the terms and provisions of the above referenced documents, be, and they hereby are, in all respects approved, ratified and confirmed; and further

RESOLVED, that this approval is intended to comply in all respects with the requirements of applicable statutory law relating with the requirements of applicable statutory law relating to insurance of accounts including specifically, but without limitation, the requirements of 12 U.S.C.A. §§ 1821 (d)(9)(A) and 1823(e); and further

RESOLVED, that any deposit agreements between Bank and a Public Fund Unit and/or the Collateral Security Agreement are all intended to be, and shall be deemed to be, official records of the Bank; and further

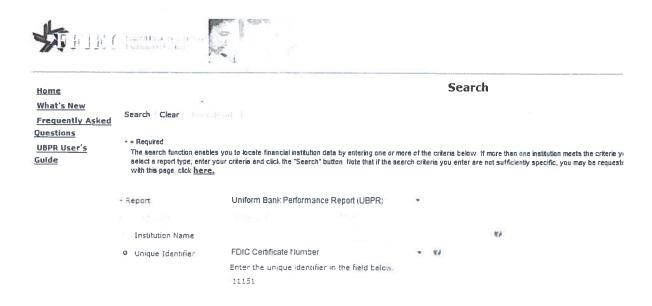
RESOLVED, that any deposit agreements between Bank and Public Fund Unit, the Collateral Security Agreement and these Resolutions shall be continuously maintained in the business records of the Bank.

## Attachment C Financial Reports

The Bidder's Call Report and Uniform Bank Performance Report are available for viewing and printing at the following link:

https://cdr.ffiec.gov/public/ManageFacsimiles.aspx

Enter the report desired (Call or UBPR), select unique identifier type as FDIC Certificate Number, and enter 11151.



The next page asks for the report date requested, default date is the latest on file. Then click "Generate Report"



The report can be viewed online or printed by selecting the desired sections.

**********
(II)
₫
73
SO 255

FIRST

FIRST STATE BANK OF CENTRAL TX TEMPLE TX 76503-6136 BARTLETT ISD PO BOX 6136 he Trust Company

| FINANCIAL ADVISOR: CHARLES WHITE

800 SHADES CREEK PKWY • SUITE 125

**BIRMINGHAM AL 35209** (877) 487-8625

Branch Code: E136

PAGE 1 of 3

	AI	IACI	HMENT D (SAMPLE PLEDGE REPORT)
ACCOUNT NUMBER 85344495	Statement Period: 02/01/13 to 02/28/13	This Period	\$0.00
		CASH ACTIVITY	Opening Balance Ending Balance
LTX		Prior Month	1,932,402.30 1,932,402.30 \$1,932,402.30 \$1,932,402.30
STATE BANK OF CENTRAI	DUNT SUMMARY	This Month	1,939,784.75 1,939,784.75 \$1,939,784.75 \$1,939,784.75
FIRST STATE BA	INVESTMENT ACCOUNT SUMMARY	ASSET SUMMARY	Fixed Income Securities  Total Account Value  Total Combined Value



| FIRST STATE BANK OF CENTRAL TX | BARTLETT ISD

INVESTMENT ACCOUNT

PAGE 3 of 3

Statement Feriod: 02/01/13 to 02/28/13		Unit Cost Unrealized Cost Basis Gain/Loss	91.946 1,880,295.70 59,489.05	1,880,295.70 59,489.05
oraremen		Shares Purchased	2,045,000	
		Est. Annual Income		
		Current Value	1,939,784.75	1,939,784.75
	ЭЕВТ	Price	94,855	
	PORTFOLIO HOLDINGS -FIXED INCOME - MUNICIPAL DEBT	Description	2,045,000 BRAZOSPORTTX INDPT SCH DIST RFDG CAP APPREC B/E B/Q CAB @66.101 PSF GTD CPN 0.000% DUE 02/15/18 DTD 10/01/07 CUSIP#: 106241SN3	cipal Debt
	PORTFOLIO HOLDINGS	Quantity	2,045,000	Total Fixed Income - Municipal Debt

100.00%

Percentage of Total Invested Assets



			8	* * * *
	*			

- 6. Technology specifications for use of all proposed electronic systems and services.
- All of the Bank's electronic delivery systems are PC based and accessible through the internet. The account information delivery and positive pay products are browser based and accessed through the internet. If the City does not have software that can create NACHA formatted ACH files, the software provided by the Bank is browser based and accessed through the internet.
  - 7. Sample safekeeping report of the information the City shall receive monthly from the Custodian.

## Attachment D presents a sample monthly pledgee report.

8. Information on the sweep/overnight investment account recommended for use by the City.

### Not applicable

9. Summary of the institution's business continuation plans as they pertain to the City's ability to perform normal banking functions during natural and un-natural bank operation disruptions, including a Statement of Commitment to provide the City continuous and ongoing bank depository services to the best of the financial institution's ability.

The Bank maintains back-up delivery systems for each of its primary delivery channels to allow for continued operations in the case of a failure of a primary delivery channel. Back-up processing sites are maintained by our data processing vendors, and the Bank maintains a back-up site for internal communications. A loss of the local facility, staff or their ability to operate will be responded to by a redirection of staff and equipment from our Kingsland and Burnet facilities. The Bank is dedicated to maintaining a level of service to all of our customers sufficient for their continuing needs and we have established written business interruption procedures to insure this capability.

10. Lists of Comparable References and Current Texas Public Funds Clients.

Below are listed three current public fund units that the Bank currently serves as depository.

Burnet County Central Appraisal District Stan Hemphill, Chief Appraiser 512/756-8291

Falls County, Marlin, Texas Sue Ryan, County Treasurer 254/883-1404

Hamilton Independent School District Ken Alexander, Director of Finance 254/386-

## **INVESTMENT POLICIES**

City of Marble Falls Investment Policy attached.

## May 2, 2017

## 6. CONSENT AGENDA

(e) Approval of the distribution of funds from the Community Event Fund for the Marble Falls Community Fireworks July 4<sup>th</sup> Celebration. *Mike Hodge, City Manager* 



## Council Agenda Item Cover Memo May 2, 2016

Agenda Item No.: 6(e) Presenter: Mike Hodge

**Department: Administration** 

#### **AGENDA CAPTION**

Approval of the distribution of funds from the Community Event Fund for the Marble Falls Community Fireworks July 4<sup>th</sup> Celebration.

#### **BACKGROUND**

The Community Event Fund was established in 2012 and is funded by citizens contributing a \$1.00 voluntary donation each month on their water bill.

The fund has a current balance of \$32,135.67 as of 04/24/17.

Last year, Council approved \$17,000 from the Community Project Fund in support for the Marble Falls Community Fireworks July 4<sup>th</sup> Celebration. The funding for the entire July 4<sup>th</sup> project comes from donations and contributions from within our community and includes a firework display, food vendors, and live music performances beginning at 4:00 PM on July 4<sup>th</sup> in Lakeside Park.

The event organizer, Judy Miller, is requesting funding in the amount of \$17,000 for the 2017 event which would cover the cost of the firework display contract with GW Pyro.



April 3, 2017

Presented To; Judy Miller Marble Falls Community Fireworks P.O. Box 158 Marble Falls, Texas 78654

Reference: July 4, 2017 Fireworks Display

Please accept this written proposal for your July 4, 2017 Fireworks Display that will take place at LaVentana Property Owners Water Park. Wednesday (July 5, 2017) will be the rain date unless you advice otherwise. Display is scheduled to begin at approximately 9:00 P.M.

This is to be an aerial display where I furnish the insurance, state permit, labor, transportation and all necessary equipment for firing the display. We will furnish everything except the firing site and security which you must provide.

The total price of the display is Seventeen Thousand Dollars (\$17,000.00). If the event is cancelled for any reason, Marble Falls Community Fireworks will pay Fifty-percent (50%) of the contract price. A Fifty- percent (50%) deposit is due upon acceptance of this proposal with the remaining balance due July 4, 2017 If you agree with these terms, please sign this original proposal to confirm the booking of this display.

We appreciate the opportunity to work with your organization again.

P.O. Box 387 • Jarrell, Texas 76537 • 512.748.2171 • 512.746.2490 Fax

Jany Karn 43-17 Judy Miller 4/24/17
ary Kovar Date Judy Miller Date

# May 2, 2017

## 7. REGULAR AGENDA

(a) Public Hearing, Discussion, and Action on Ordinance 2017-O-05A regarding a rezoning request from General Commercial Base District (C-3) to Planned Development District (PDD) with base zoning of Main Street District (MSD) for Lots 11A and 12A, Block 7, City of Marble Falls Original Township, City of Marble Falls, Burnet County, Texas. Caleb Kraenzel, Assistant City Manger



## Council Agenda Item Cover Memo May 2, 2017

Agenda Item No.: 7(a)

Presenter: Caleb Kraenzel, Assistant City Manager

**Department:** Development Services

Legal Review:

## **AGENDA CAPTION**

Public Hearing, Discussion, and Action on Ordinance 2017-O-05A regarding a rezoning request from General Commercial Base District (C-3) to Planned Development District (PDD) with base zoning of Main Street District (MSD) for Lots 11A and 12A, Block 7, City of Marble Falls Original Township, City of Marble Falls, Burnet County, Texas.

## **BACKGROUND INFORMATION**

At the April 6, 2017 regular meeting of the Planning and Zoning Commission, the Commission recommended approval of the rezoning request by a vote of 7–0.

This item is for consideration of a rezoning application requesting a Planned Development District (PDD) with base zoning of Main Street District (MSD) for 0.97 acres located at 207 Avenue G, Marble Falls, Texas 78654.

The Subject Area is currently zoned General Commercial Base District (C-3) with approximately 10,430 square feet of existing building footage. The use of the property prior to being vacated included light manufacturing, custom manufacturing, general retail sales, and limited warehousing and distribution. The Subject Area is bounded by three improved streets, Avenue G frontage, and side street frontage of Second Street and Third Street. The Subject Area is on the east side of Avenue G facing the Bluebonnet Café, on the west side the property borders existing Single Family (R-1) District. The applicant is requesting a rezoning of lots 11A and 12A in order to purchase the property and allow for construction/remodeling of a microbrewery with restaurant and taproom.

The applicant proposes to preserve the overall character of the existing building footprint on the site with building remodel enhancements (Pages 12, 13) upgrading the current property site plan to Downtown Master Plan standards. Plans include the remodeling of the interior of Building 1 into a restaurant/taproom and kitchen. Building 2 is proposed to be the brewery production facility and office, while Building 3 will be used for cold and dry storage. Upon post renovation completion, the building square footage will total 11,678 square feet adding less than 1,000 square feet.

It is the intent of the applicant, per the applicant statement, that the proposed project will generate local sales, create a family friendly atmosphere that will combine affordable food with entertainment, as well as provide a location that fosters community activities. This proposed development will add a use to this property which has not existed before on the Subject Property.

In order to increase the overall quality, visual appearance of the project to adhere to the vision of the Downtown Master Plan, the applicant is proposing to make improvements to the existing parking lot and exterior grounds. The existing parking lot and on-street parking will be updated to establish a total of 71 spaces to the property and surrounding streetscape. Landscaping edges and islands will be established, proposed to match the landscape theme of the Bluebonnet Café, and street lighting is proposed within the parking lot found in the Site Plan (Pg. 15), along with an outdoor patio for live music (reference Floor Plan, Pg. 16).

As opposed to a conventional rezoning, the applicant has applied for a Planned Development District (PDD) for the property, in order to forward the vision of the Downtown Master Plan through the construction of the on-street and site improvements, specify their hybrid use as permitted, provide the current nonconforming buildings compliance with building setbacks outlined in the Code of Ordinances. Our code specifies Planned Development overlay districts are meant to provide greater flexibility in order to allow special conditions or restrictions which would otherwise not allow the development to occur, as long as the proposed land uses are compatible with surrounding zoning and existing land uses. By providing a set site plan for the property and allowing a customized limited amount of compatible uses within the project, the City can assure that the project is compatible with surrounding land uses. With a PDD the neighborhood gets an added layer of land development restriction, and any substantial modifications to the site plan or buildings would require approval through the PDD amendment process.

The inventory of existing zoning surrounding the Subject Area includes Main Street District (MSD) to the west, Single-Family Base District (R-1) to the east, and General Commercial Base District to the south and north. The proposed Main Street District (MSD) PDD development standards and land uses are deemed to be compatible with surrounding zoning, permitted land uses, Comprehensive Plan, and Downtown Master Plan.

The Comprehensive Plan Future Land Use Plan classification for the Subject Area is Downtown (DN). The non-residential primary and secondary uses allowed in the DN classification are comprised of outlined uses in the Main Street District (MSD) of the Code of Ordinances and intends to provide higher intensity commercial uses, tourist attractions, and civic uses. The proposed primary uses include restaurant, artisan sales, indoor entertainment, professional offices, and administrative and business offices. Through Main Street District (MSD) classification, the proposed uses and site plan for the project are deemed to conform to the Comprehensive Plan Future Land Use Plan.

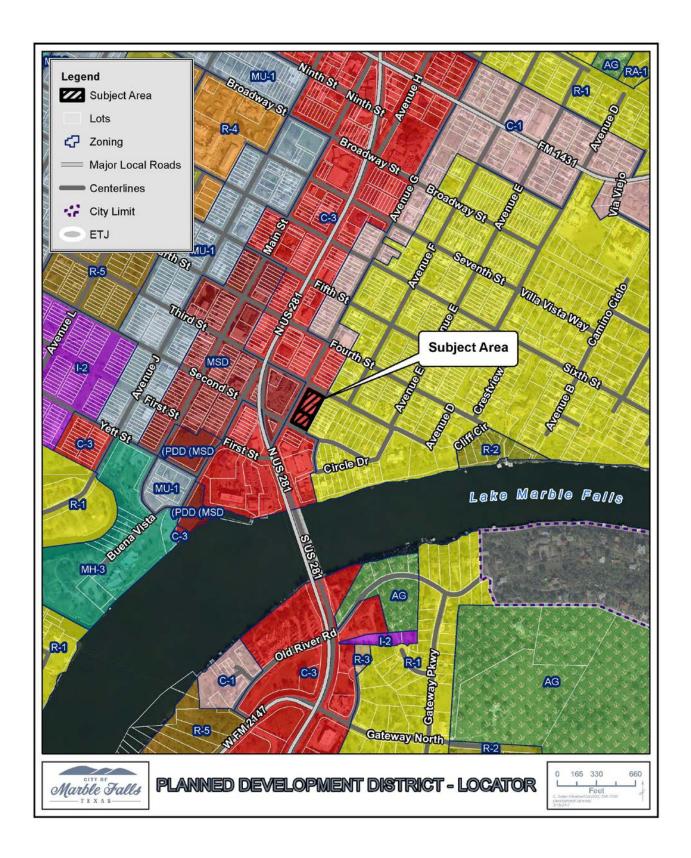
A total of twelve (12) adjacent property owners within two hundred feet (200') of the Subject Area were mailed notification letters, including the public hearing dates and a pre-paid comment card for response supporting/opposing the proposed rezoning. At the time of packet distribution one (1) property owner submitted a response in opposition for the rezoning.

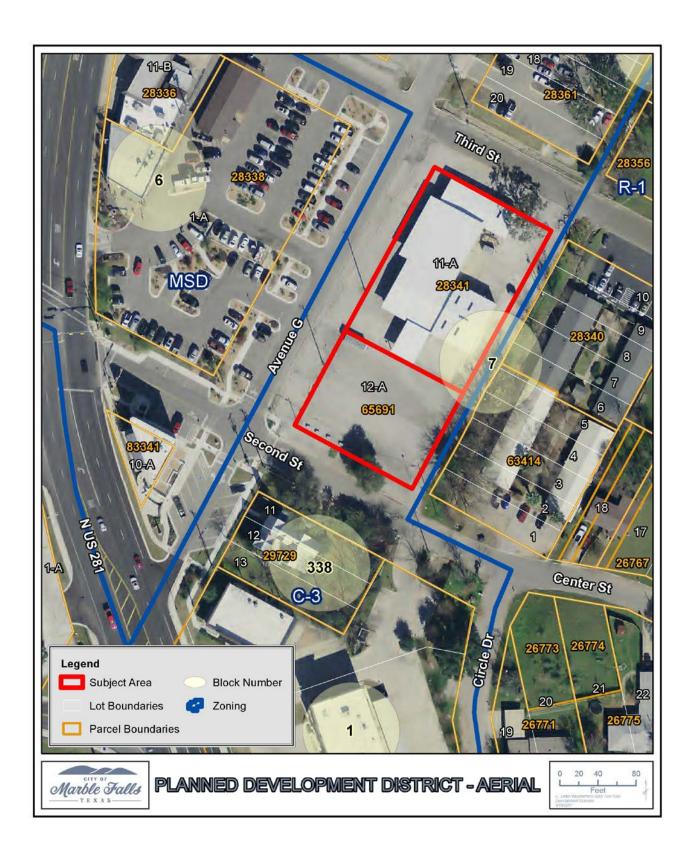
## RECOMMENDATION

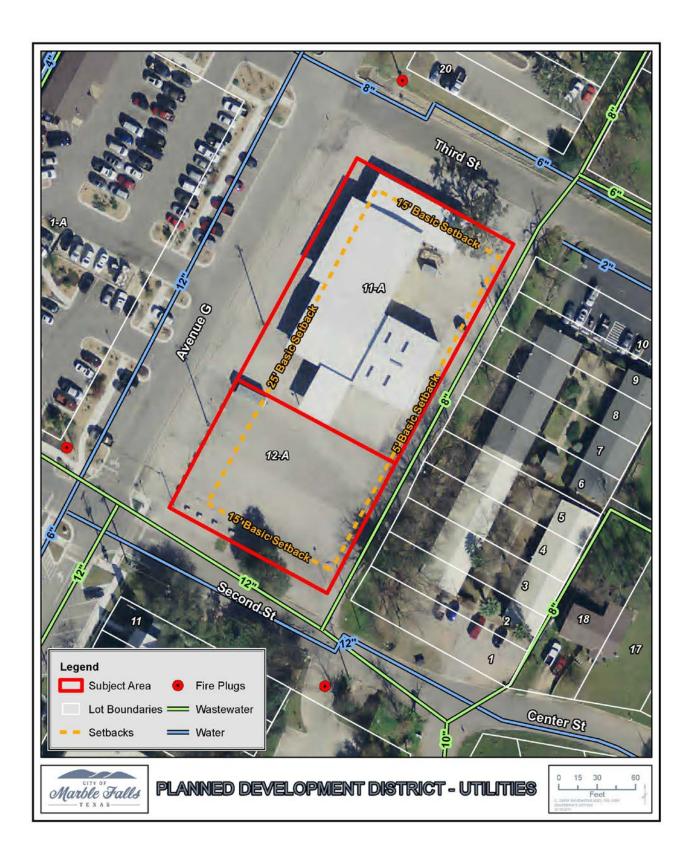
Due to conformance with the Comprehensive Plan, the Downtown Master Plan, the compatibility with surrounding existing land uses, site plan, parking improvements, and building elevations meeting or exceeding all minimum standards for the proposed use within the property, City staff recommends approval of the PDD rezoning and corresponding exhibits.

## **Memo Contents:**

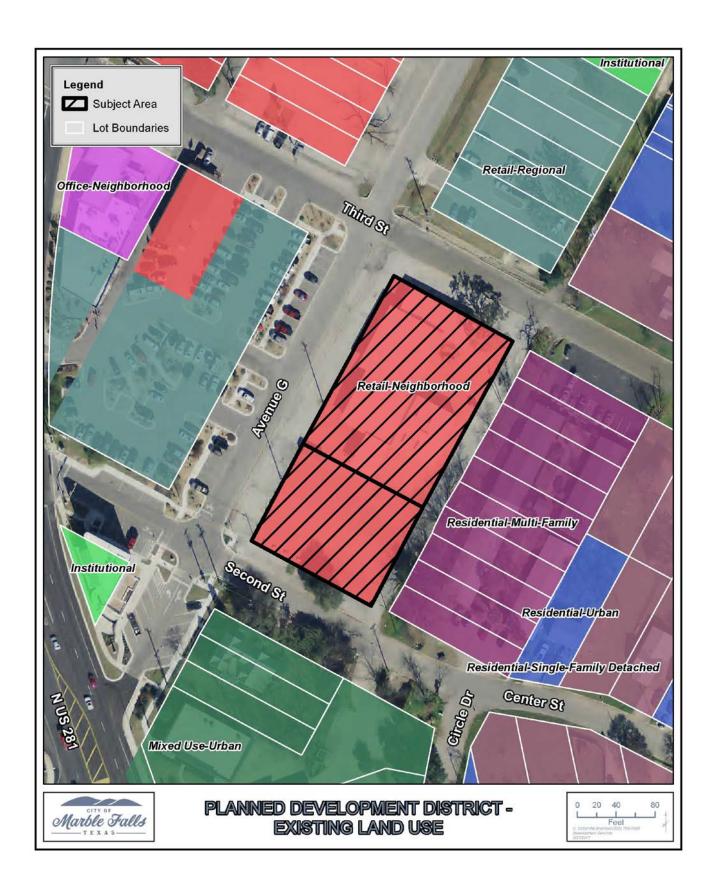
•	Informational maps produced by City Staff	<b>Pages</b>	4-10
•	Applicant Statement	Pages	11-13
•	Survey	Page	14
•	Site Plan	Page	15
•	Conceptual Floor Plans	Page	16-19
•	Building Elevations	Page	20
•	Building Renderings	Pages	21-24
•	Land Use Table	Page	25
•	Ordinance 2017-O-05A	Pages	26 - 44

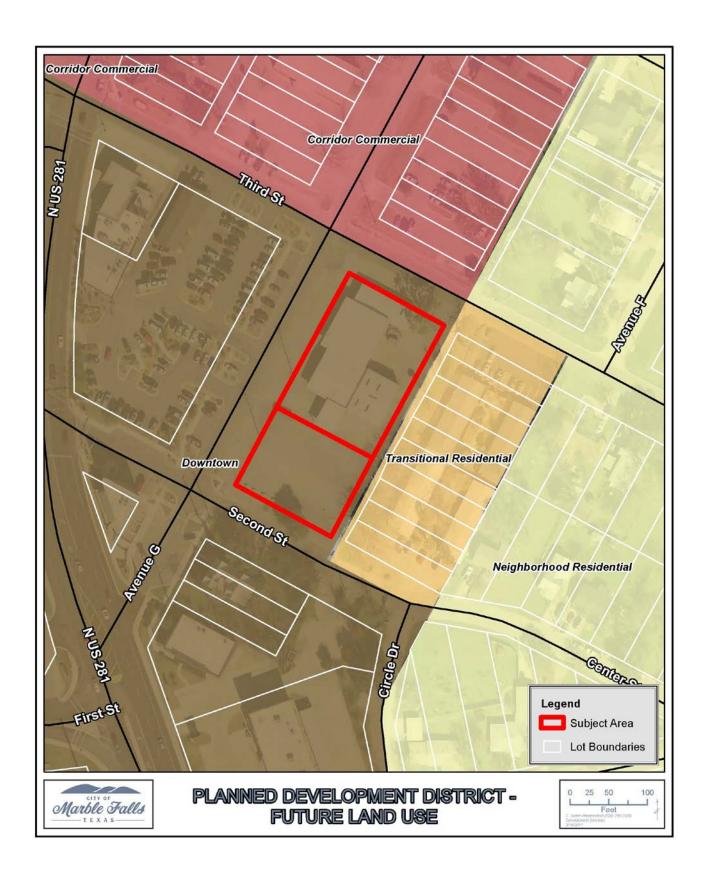


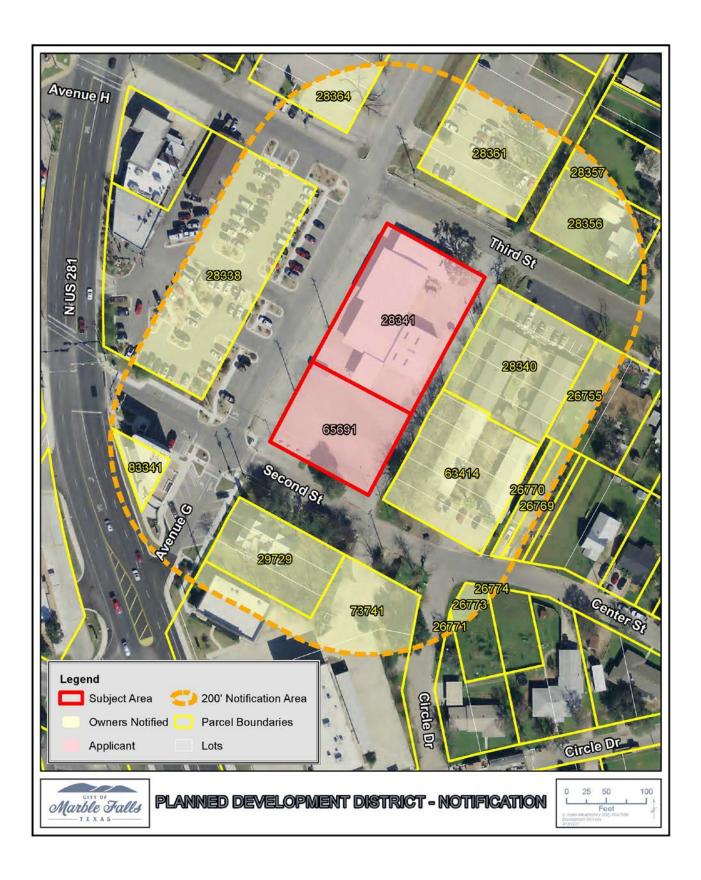












### **Business Overview**

The Rally Point Brewing Company is a startup craft microbrewery setting up camp and sprouting roots in Marble Falls, Texas. Our intent is to renovate, repurpose, and enhance the current building located at 207 Avenue G into a welcoming/family friendly taproom and restaurant.

#### **Description of Business**

The focus of RPBC will be on the quality craft beer we produce, the food we make and, most importantly, adding to the community that we hope to become apart of. The business will primarily be directed towards local sales, distribution and consumption.

The brewery products could be sold to Marble Falls retailer's (on-premise & off-premise) and to the ultimate consumer for on-premise consumption at the licensed RPBC facility. Self-distribution will be utilized for local accounts up to and including or not including the period that demand increases for account sales across Texas. The brewery production component of RPBC will start selling product to the local area to build its brand before expanding the distribution radius. The first year of production could be up to 3,000 barrels of ale or malt liquor. By year 3, the RPBC production is projected to expand to 10,000 barrels of ale or malt liquor per year.

The restaurant portion of the company will be a family friendly atmosphere that will combine affordable food with entertainment (live music, mood music, televisions and family friendly patio game). RPBC will have a full kitchen onsite with the intent of preparing and selling food for on premise consumption.

#### Operating Plan

**Business Location & Site Details** 

The Rally Point Brewing Company will operate out of a standalone production facility in Marble Falls, Texas. The site address is:

207 Avenue G Marble Falls, TX 78654

The property zoning surrounding the address above include the following (City of Marble Falls, 2016):

- General Commercial: C-3
- Main Street District: MSD
- · Single Family: R-1

Currently, the site could be close to 100% impervious coverage and contains three metal warehouse-style buildings that are between 16° and 8° apart from each other.

An overview of the site plan is shown in Figure 1 below and a more detailed site survey could be seen in Appendix 1.0: Site Survey.

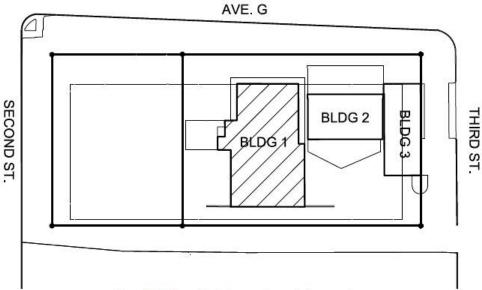


Figure 1: Building, setback lines and property line overview

The three onsite buildings have been architecturally designed to house the following RPBC functions:

- Building 1
  - o Taproom
  - o Restaurant
  - o Full commercial kitchen
  - o Temporary storage (food & drink)
- Building 2
  - o Brewery production facility
  - o Low-hazard storage
  - o Office
- Building 3
  - o Low-hazard cold storage (including, but not limited to, hops, yeast and packaged beverages)
  - o Low-hazard dry storage (including, but not limited to, grain, adjuncts and packaging materials)

### Size & Capacity

The current building(s) square footage is 10,430 square feet prior to renovations. The architectural design plans, shown in Appendix 1.1, illustrates the post renovation square footage as 11,678 square feet, code compliance, code analysis, water closet calculations and lavatory calculations. The on-site building designed overview could be seen in Table 1 and the building occupancy and lavatory requirements could be identified in Table 2 below.

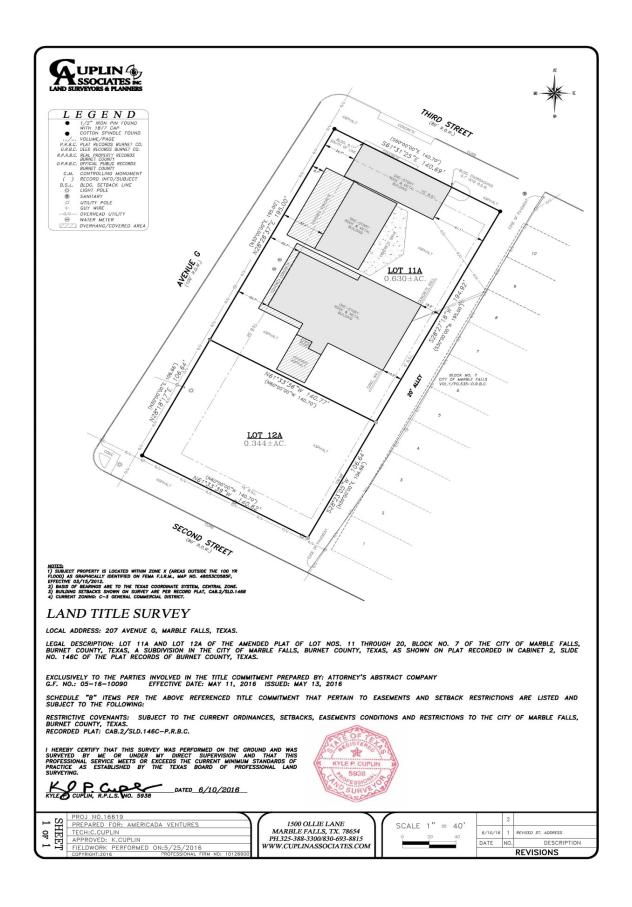
	Description	Square Footage	Total
Building #1	Taproom Restaurant Kitchen	5292 S.F.	5616 S.F.
	Low-Hazard Storage	324 S.F.	
Building #2	Brewery production facility	3091 S.F.	3920 S.F.
	Low-Hazard Storage	521 S.F.	
	Professional Office	308 S.F.	
Building #3	Low-Hazard Storage	2142 S.F.	2142 S.F.
		Total	11,678 S.F

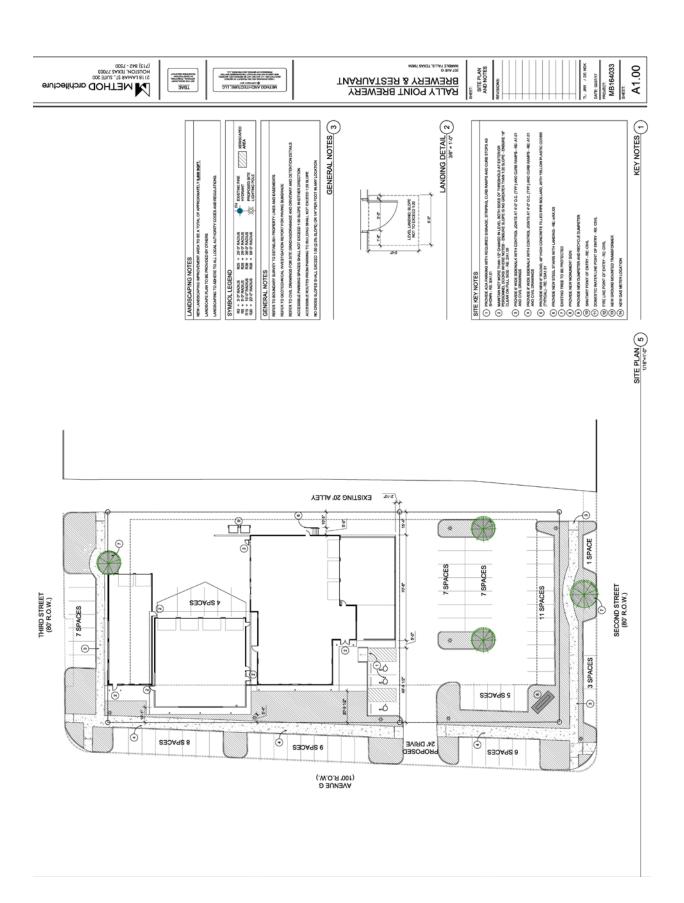
Table 1: RPBC building size specifications

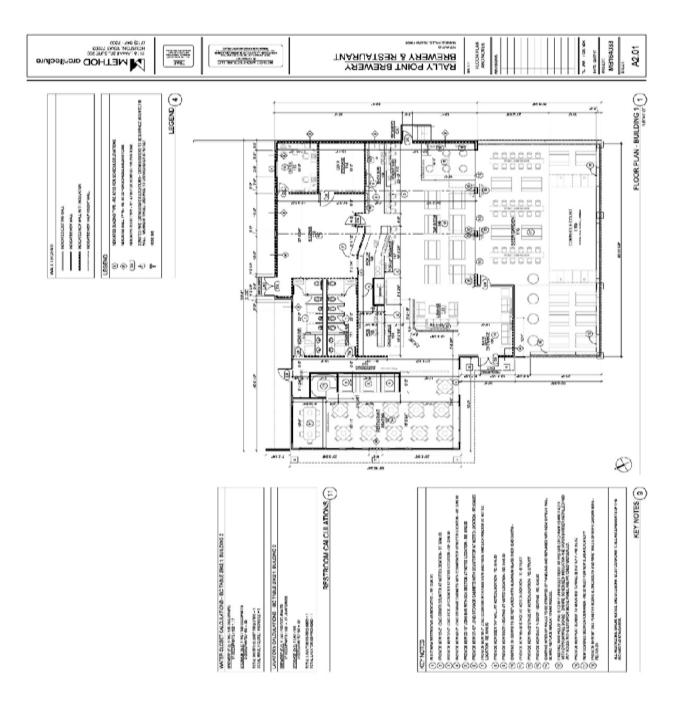
Note: The outdoor seating in building #1 will include 1893 S.F., which will not count towards the building area but will serve an A-2 occupancy.

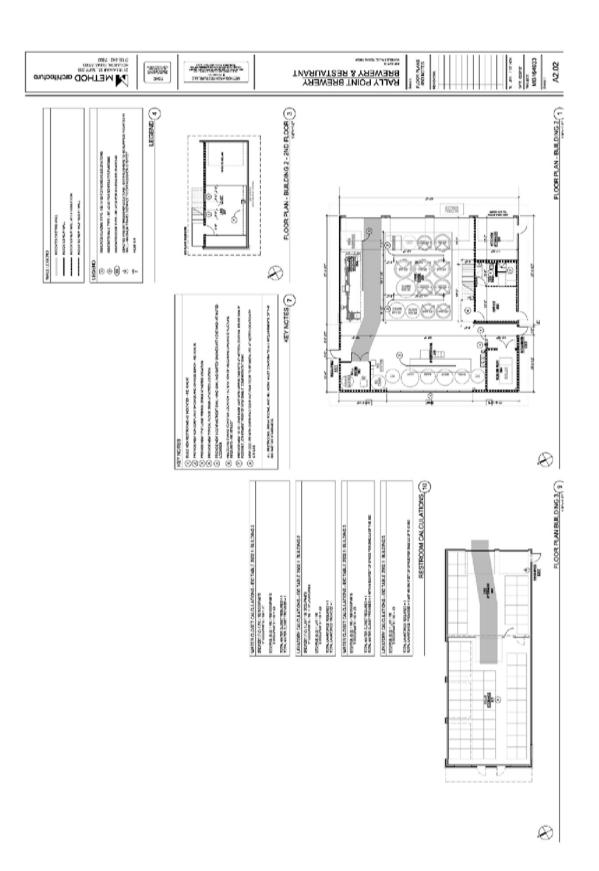
	Occupancy	Lavatory Required		Lavatory Provided	
		Men	Women	Men	Women
Building #1	213	1	1	3	3
Building #2	19		1		1
Building #3	5	1		1 within 500 ft.	

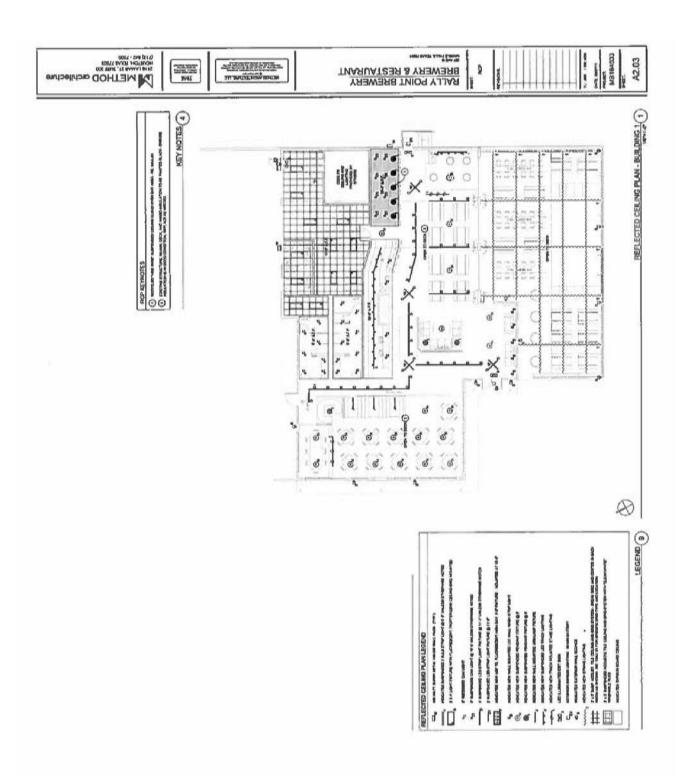
Table 2: RPBC building occupancy, required lavatory and provided lavatory information

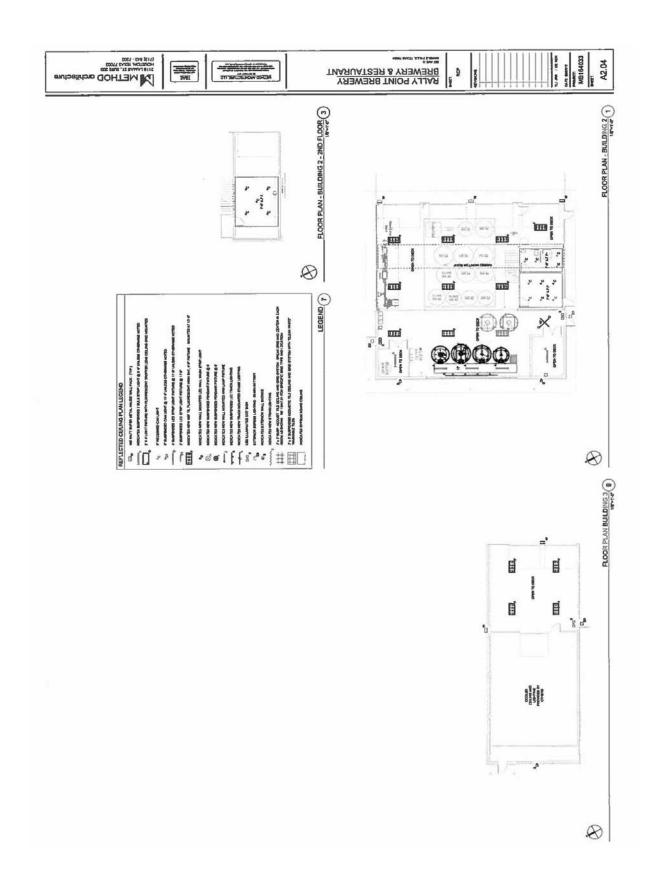


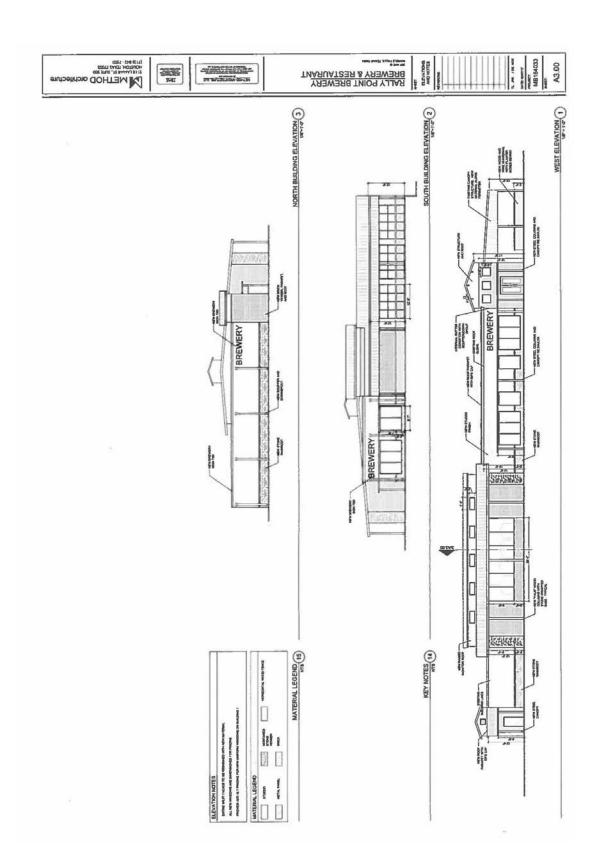




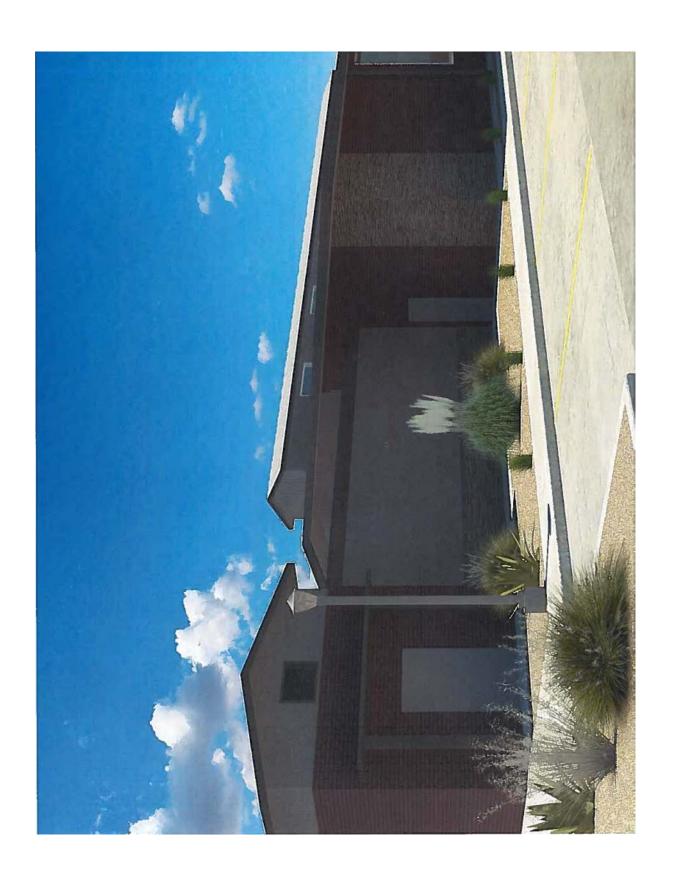


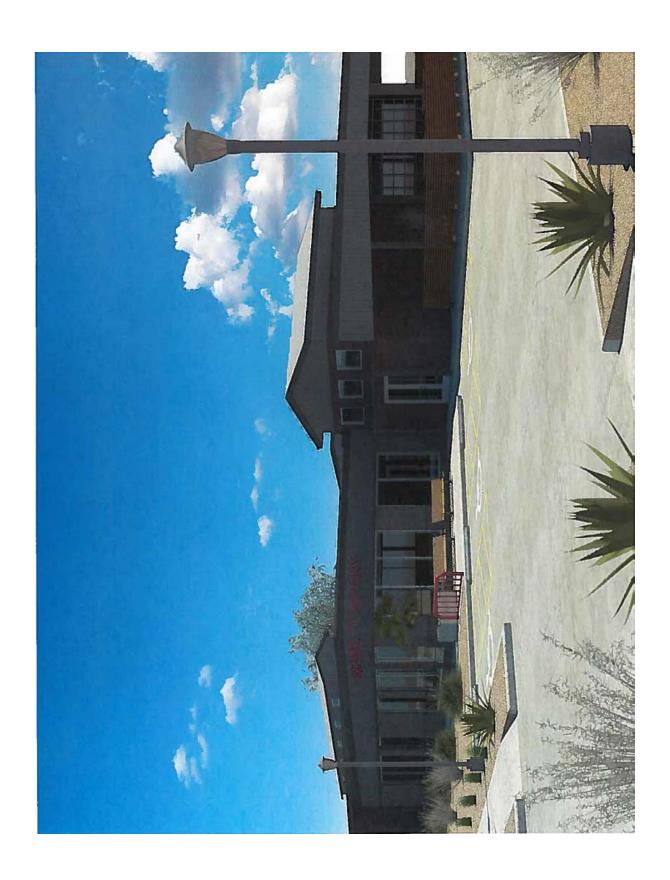














Rally Po	int PDD-Land Use Table				
Conditional Uses	PDD Use Definition				
IERCIAL USES					
Hotel (full service).	Brewery: means a manufacturing and/or production facility where alcohol beverages are brewed and bottled for local, regional, or national distribution. Samples may be offered or sold to individuals				
Outdoor Entertainment.					
Restaurant (general).		and/or consumers visiting the premises, for on-site consumption or distribution. This use is allowed			
	to operate in conjunction with a non-drive thru/in restaurant, bar, or similar accessory uses within				
Mixed beverage alcohol sales.		the facility.			
	Si	te Development Regulations			
	Lot Area:	No requirement			
	Lot Width:	No requirement			
	Height:	Maximum height 60 ft.			
	Front Lot Line Setback:	No requirement			
		No requirement			
	Interior Lot Line Setback:	No requirement			
IVIC USES	Rear Lot Line Setback:	No requirement			
	Minimum Parking:	Required consistent with Conceptual Site Plan.			
	- v	The portion of any structure facing or abutting any street			
		shall utilize a minimum of 75% brick, stone, stucco, wood			
		veneer and/or glass or any combination thereof.			
Park and recreation services.  Religious assembly.					
SIDENTIAL	Porch Extensions:	The portion of any structure facing or abutting any street shall			
3		utilize the following conditions: 1.) It shall be limited to covered porches over the existing sidewalks. 2.) All ground support structures shall be located eighteen inches from the edge of the sidewalk to outer edge of the support post. 3.) All ground support posts shall be at least four inches in diameter. 4.) Guardrails shall be installed wherever the sidewalk is thirty inches or higher above the street. 5.) Provide a minimum height or head clearance of eight feet. 6.) The property owner shall be required to apply and obtain a building permit prior to construction of any covered porch in the right-of-way. 7.) The city's right to use the right-of-way shall always be absolutely superior. 8.) The property owner shall indemnify and hold the city hamless for any and all limprovements authorized by this section. 10.) The property owner must comply with all state and federal standards for access including ADA standards. 1.1.) The authorization to use the right-of-way contained in this section does not waive any other right the city may have to control or regulate the use of the city right-of-way.			
	Conditional Uses IERCIAL USES Hotel (full service). Outdoor Entertainment.	Hotel (full service).  Outdoor Entertainment.  Discontinuous and bottled for local, regional, or not and/or consumers visiting the prem to operate in conjunction with a not the facility.  Lot Area: Lot Wridth: Height: Front Lot Line Setback: Corner Lot Line Setback: Interior Lot Line Setback: Interior Lot Line Setback: Minimum Parking: Exterior Apperance:  SIDENTIAL  Porch Extensions:			

\*All other uses not listed are prohibited

## **ORDINANCE NO. 2017-O-05A**

AN ORDINANCE OF THE CITY OF MARBLE FALLS, TEXAS AMENDING THE ZONING OF THE HEREIN DESCRIBED PROPERTY GENERAL COMMERCIAL (C-3) **PLANNED** TO Α DEVELOPMENT DISTRICT (PDD) WITH BASE ZONING OF MAIN STREET DISTRICT (MSD) FOR LOTS 11A AND 12A, BLOCK 7, MARBLE FALLS ORIGINAL TOWNSHIP, MARBLE FALLS, BURNET COUNTY, TX; APPROVING A CONCEPT PLAN CONSISTING OF EXHIBIT "A", BUILDING ELEVATIONS EXHIBIT "B", LAND USE TABLE EXHIBIT "C", AND DEVELOPMENT STANDARDS EXHIBIT "D": PROVIDING A SEVERABILITY CLAUSE: AND PROVIDING FOR PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Marble Falls and the City Council of the City of Marble Falls, in compliance with the laws of the State of Texas, with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Marble Falls is of the opinion and finds that said zoning change should be granted and that the Zoning Map should be amended as set forth herein; AND,

**WHEREAS** the City of Marble Falls is legally empowered to regulate development in the community though the legitimate use of its police powers: **AND**,

WHEREAS, the City Council seeks to promote responsible and sustainable growth consistent with the City of Marble Falls Comprehensive Plan and future amendments; AND,

WHEREAS, the Planning & Zoning Commission recommended the proposed zoning described herein after conducting a public hearing, Thursday, April 6, 2017; AND,

**WHEREAS**, the City Council thereby seeks to ensure conformance with the Marble Falls Code of Ordinances; **AND**,

**WHEREAS**, the location and appearance of this development as proposed is consistent with the Future Land Use Plan of the Marble Falls Comprehensive Plan and the Downtown Master Plan; **AND**,

**WHEREAS**, the development proposed by Applicant complies with current City ordinances, except as modified by this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS:

**SECTION I. PREAMBLE.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Marble Falls and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

**SECTION II.** That the zoning regulations and map of the City of Marble Falls, be and the same are hereby, amended so as to grant a change of zoning from General Commercial (C-3) to a Planned Development District ("PDD") with base zoning district of Main Street District (MSD) for development of the Rally Point Brewing Company (the "Project"), for the real property ("Property") consisting of a Lots 11A and 12A, Block 7, Marble Falls Original Township, as depicted in Exhibit "A" the Concept Plan. The Property shall be a Planned Development District (PDD) and the Project shall be constructed pursuant to, and subject to compliance with the terms and conditions of the City's Code of Ordinances except as modified by this ordinance and exhibits which exhibits are incorporated herein for all purposes.

**SECTION III.** That the Concept Plan for this Planned Development District which is attached hereto as Exhibit "A", Elevations Exhibit "B", Land Use Table Exhibit "C" and Development Standards Exhibit "D", are all hereby approved and are made a part hereof for all purposes. Provided however, that Site Plan and other applicable construction documents in compliance with the Concept Plan and this Ordinance and any subdivision requirements must be approved prior to issuance of a building permit. The City's Code of Ordinance together with this Ordinance and Exhibits "A" through "D" may be collectively referred to herein as the Project Requirements. The Project Requirements shall only be amended in accordance with the Code of Ordinances or as otherwise set out herein.

**SECTION IV.** The granting of this Planned Development District is subject to all development regulations contained in the Code of Ordinances of the City of Marble Falls, except as modified herein as well as the following special conditions:

- a. That the Project shall comply with and be constructed in accordance with the Project Requirements as same may be amended from time to time in accordance with the provisions described in this Ordinance, or as same may be amended by subsequent Concept Plan approval, and with all subsequent permits or approvals required by the City's Code of Ordinances, except as such Code of Ordinances may be modified by this Ordinance. In addition to the requirements of the City's Code of Ordinances and Exhibit "D", the Project Requirements shall include the following:
  - 1. All uses permitted under the Main Street District are not included as permitted uses for this Property. The only permitted uses for the Property are listed under the Land Use Table, Exhibit "C". Provided however, that a change of use from the Project as described and approved in this PDD from a craft microbrewery/restaurant as the primary use to a different primary use shall require approval by Planning and Zone Commission and the City Council of a new Concept Plan with new development standards as appropriate to the new project. Secondary uses are those uses that are customarily associated with a microbrewery/restaurant project such as office space, storage, retail sales and indoor entertainment. Secondary uses

- combined shall not exceed 25% of the gross floor area of the buildings as depicted and described in Exhibit "A", Concept Plan.
- 2. Building elevations are approved as depicted in Exhibit "B". Buildings shall not exceed three stories and 35' in height. Building Materials shall include stone, brick, stucco, and glass or any combination thereof for street facing facades. Intense, bright or fluorescent colors shall not be used as the predominant color on any wall or roof of any primary or accessory structure. These colors may be used as building accent colors only.
- 3. The Project shall provide a Landscape Plan which will be considered for approval in conjunction with Site Plan approval. The Landscape Plan shall provide street landscaping, downtown themed street lights, and onsite and off-site improvements as depicted in Exhibit "B". The Project shall be consistent and similar to the landscaping of Bluebonnet Café. Applicant shall also ensure that the final landscape plan be adjusted as needed, and approved by City Staff, to better conform to the natural topography of the site, be consistent with the adopted Marble Falls Downtown Master Plan and shall comply with the adopted Approved Plant and Tree list for the City.
- 4. Project signage depicted within exhibits is conceptual and not approved in conjunction with approval of this Ordinance. Signage shall be required to receive approval through the city's ordinary signage permitting process. The total area of all signs attached to the building shall not exceed one (1) square foot for each one (1) linear foot of building front. The Project will be allowed to include frontage of the front, street side, and rear of the building, however signage must be in scale with the building and balanced, with no more than 60% of the total allowed attached signage being used on one side of the building. A monument or monolith type sign may be erected at or near the corner of Avenue G and Second Street and can encroach into the intersecting right-of-way sign setback, due to the size of the adjacent right-of-way sizing providing a sufficient setback from the existing street intersection.
- b. That any amendments to the Project Requirements for the development of the Property shall comply with the amendment requirements set out in the Code of Ordinances except for Minor Amendments described as follows:
  - "Minor Amendments" of the Project Requirements, as applicable, may be approved administratively by the City Manager, or designee, provided such modifications would not otherwise result in a violation of the City's Ordinances as modified by this ordinance. "Minor Amendments" are defined as follows:
  - Adjustments to the location or configuration of roadways, utilities, parking areas, landscape features (including plants and trees,) ponds, and any other improvements (not including buildings) depicted on the Concept

- Plan so long as such adjustments do not substantively change the overall nature of the Project.
- 2. Adjustments to the location of any building provided the amendment does not cause a violation of any other provision specified in this ordinance or cause the Project to exceed the limitations on impervious cover, height or square footage or encroach on any building setbacks.
- 3. Adjustments of no more than ten percent (10%) in building square footage or building footprint of any individual building to be constructed as part of the Project as compared to such building's initial square footage shown on the Concept Plan. No such change may be administratively approved if the change would cause the Project or Phase to exceed the limitations on impervious cover, height or square footage specified on the Concept Plan.
- 4. Adjustments of no more than fifteen percent (15%) of the total square footage of all landscape areas as compared to the square footage shown on the Landscape Plan approved in conjunction with the Concept Plan. No such change may be administratively approved if the change would cause the Project to exceed the limitations on impervious cover in this ordinance.
- 5. Adjustments of no more than ten percent (10%) of the number of parking spaces or square footage of parking areas as shown on the Concept/Concept Plan. No such change may be administratively approved if the change would cause the Project to exceed the limitations on impervious cover or the maximum or minimum number of parking spaces specified herein or in the City's Code of Ordinances.
- c. Major Amendment: Any amendment to the Concept Plan or to an Approved Site Plan that is not a "Minor Amendment" shall be considered a "Major Amendment" requiring City Council approval.

**SECTION V. SAVINGS CLAUSE.** The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

**SECTION VI. SEVERABILITY CLAUSE.** If any provision, section, sentence, clause or phrase of this ordinance or application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council of the City of Marble Falls in adopting, and the Mayor in approving this Ordinance, that no portion thereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provision or regulation.

**SECTION VII. REPEALER CLAUSE**. The provisions of this ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinance or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent. This ordinance shall not be construed to require or allow any act which is prohibited by any other ordinance.

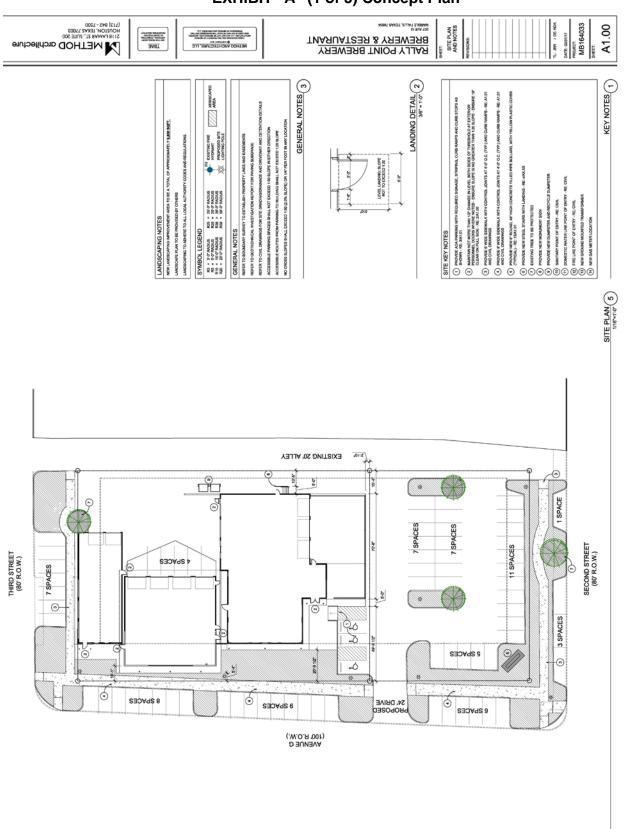
**SECTION VIII. EFFECTIVE DATE**. This ordinance shall take effect immediately from and after its passage and publication as may be required by governing law.

**SECTION IX. NOTICE AND MEETING CLAUSE.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

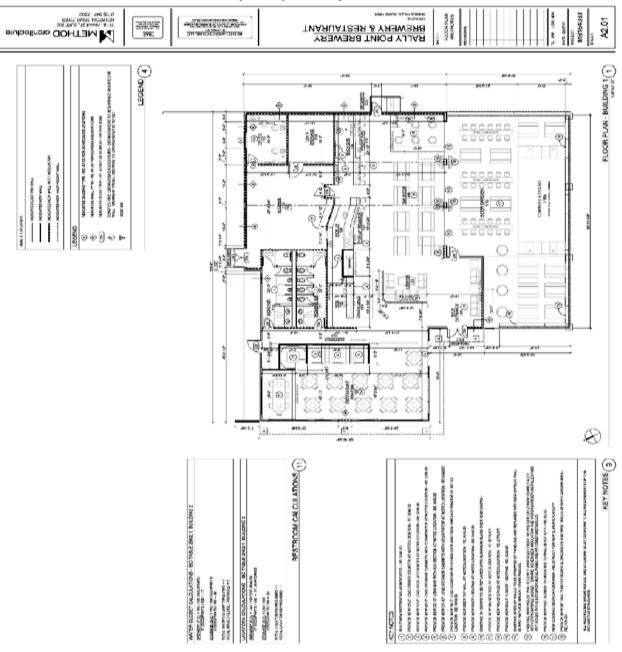
**DULY PASSED** by the City Council of the City of Marble Falls, Texas, on the 2<sup>nd</sup> day of May, 2017.

APPROVED:
John Packer, Mayor City of Marble Falls
ATTEST:
Christina McDonald, City Secretary City of Marble Falls
[SEAL]
APPROVED AS TO FORM:
Patty L. Akers, City Attorney City of Marble Falls

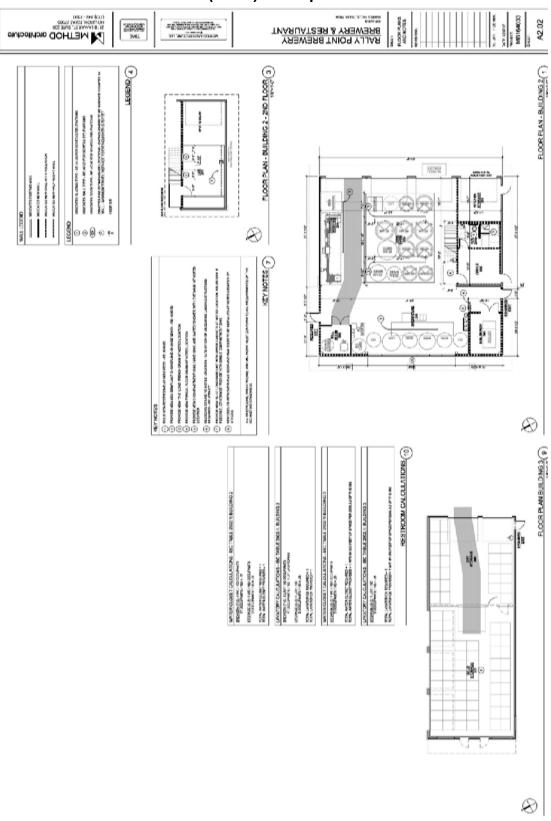
## EXHIBIT "A" (1 of 5) Concept Plan



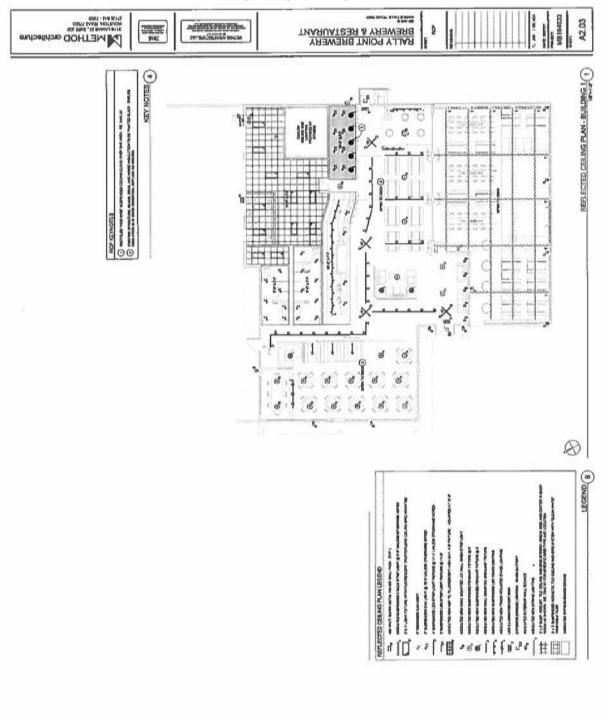
# **EXHIBIT "A" (2 of 5) Conceptual Floor Plan**



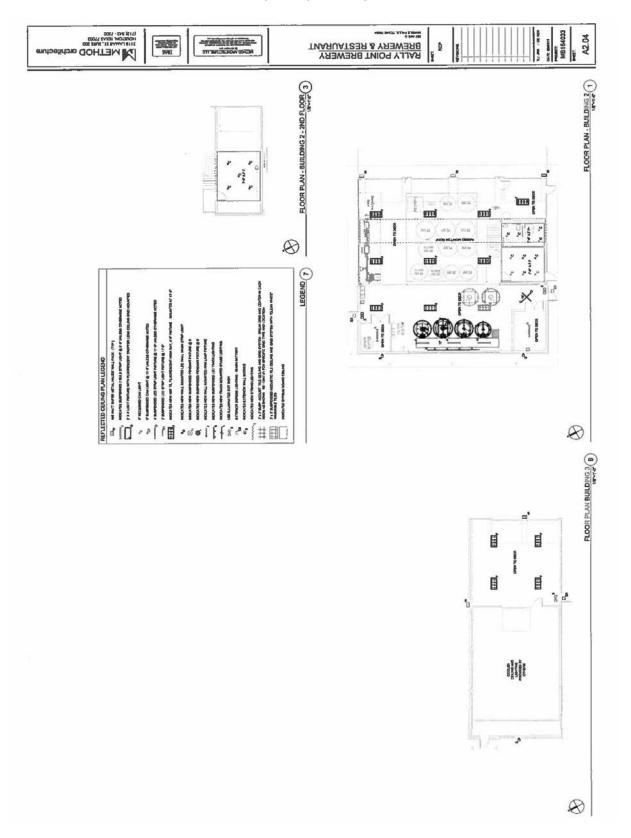
# **EXHIBIT "A" (3 of 5) Conceptual Floor Plan**



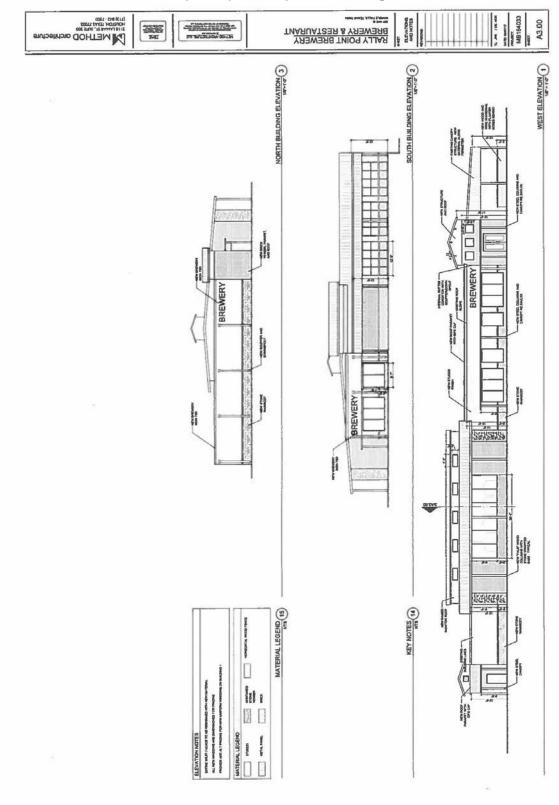
# **EXHIBIT "A" (4 of 5) Conceptual Floor Plan**



**EXHIBIT "A" (4 of 5) Conceptual Floor Plan** 



# **EXHIBIT "B" (1 of 5) Conceptual Building Elevations**



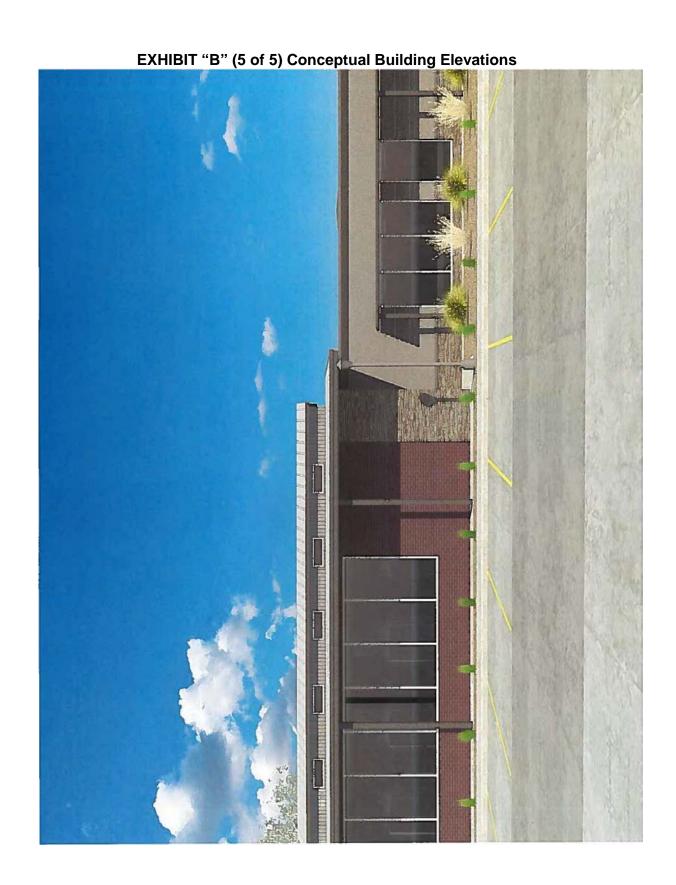
**EXHIBIT "B" (2 of 5) Conceptual Building Elevations** 







EXHIBIT "B" (4 of 5) Conceptual Building Elevations



# **EXHIBIT "C" Land Use Table and Development Standards**

Rally Point PDD-Land Use Table			
Permitted Land Uses	Conditional Uses		PDD Use Definition
COMMI	ERCIAL USES		
Brewery.	Hotel (full service).	Brewery: means a manufacturing and/or production facility where alcohol beverages are brewed and packaged for local, regional, or national distribution. Samples may be offered or sold to individuals and/or consumers visiting the premises, for on-site consumption or distribution. This use is allowed to operate in conjunction with a non-drive thru/in restaurant, bar, or similar accessory uses within the facility.	
Restaurant (convenience).	Outdoor Entertainment.		
Restaurant (general).			
Indoor entertainment.			
Mixed beverage alcohol sales.			
Cocktail lounge.			
General retail sales.			
Adminstrative and business offices.		1	
Artisan sales.		1	
Business support services.		1	
Business or trade school.		1	
Financial services.		Site I	Development Regulations
Medical services/offices.		Lot Area:	No requirement
Outodoor sports and recreation.		Lot Width:	No requirement
Personal improvement services.		Height:	Maximum height 35 ft.
Personal services.		Front Lot Line Setback:	No requirement
Professional offices.		Corner Lot Line Setback:	No requirement
r totografia amaga.		Interior Lot Line Setback:	No requirement
CIV	/IC USES	Rear Lot Line Setback:	No requirement
Adminstrative services.		Minimum Parking:	Required consistent with Conceptual Site Plan.
Club or lodge.		Exterior Apperance:	The portion of any structure facing or abutting any street
Cultural services			shall utilize a minimum of 75% brick, stone, stucco, wood
Park and recreation services.		1	veneer and/or glass or any combination thereof.
Religious assembly.		1	, , , , , , , , , , , , , , , , , , , ,
Safety services.		1	
		1	
DES	SIDENTIAL	Porch Extensions:	The portion of any structure facing or abutting any street shall
Condominiums, townhouse, or apartments when constructed in conjuction with a mixed used development in which the residential use represents the entire ground floor, and no more than seventy (70) percent of the total floor area.	IDENTIAL.	TOGIL EXCESSIONS.	utilize the following conditions: 1,) it shall be limited to covered porches over the existing sidewalks. 2,) All ground support structures shall be located eighteen inches from the edge of the sidewalk to outer edge of the support post. 3,) All ground support posts shall be at least four inches in diameter. 4,) Guardrails shall be installed wherever the sidewalk is thirty inches or higher above the street. 5,) Provide a minimum height or head clearance of eight feet. 6,) The property owner shall be required to apply and obtain a building permit prior to construction of any covered porch in the right-of-way. 7,) The city's right to use the right-of-way shall always be absolutely superior. 8,) The property owner shall indemnify and hold the city harmless for any and all liability arising from the construction in this section. 9, The property owner shall be responsible for maintaining any and all improvements authorized by this section. 10,) The property owner must comply with all state and federal standards for access including ADA standards. 11,) The authorization to use the right-of-way contained in this section does not waive any other right the city may have to control or regulate the use of the city right-of-way.
*All other uses not listed are prob	0.9		

\*All other uses not listed are prohibited

# EXHIBIT "D" DEVELOPMENT STANDARDS-RALLY POINT MICROBREWERY

The following development standards shall be applicable within this Main Street PDD. To the extent that any of the following standards conflict with other City of Marble Falls Code of Ordinances, the following shall control. All development activity undertaken on the Property (the "Project"), shall comply with the development standards for Main Street Base Zoning District in effect on March 3, 2017 ("The Applicable Development Standards"), except as modified by this Ordinance ("Development Standards"), and with all other City zoning, subdivision and construction codes and requirements, except as modified herein (collectively the "Project Requirements"). Capitalized terms contained herein shall be defined as indicated in these Planned Development Standards and Conditions ("Development Standards"), as reflected on the Conceptual Plan or as defined in the City of Marble Falls Code of Ordinances, depending upon context. Unless explicitly stated otherwise, all of the standards and regulations prescribed herein shall be considered as the minimum requirement.

# 1. DEVELOPMENT STANDARDS APPLICABLE TO THE PROJECT AS A WHOLE

**A. Project Overview.** The Rally Point Brewing Company is a startup craft microbrewery and restaurant to be located at 207 Avenue G. Development of the Project will entail renovation, enhancement and redevelopment of existing buildings at this location with the intent to provide a welcoming/family friendly taproom and restaurant. The focus of RPBC will be on producing quality craft beer and the food and will primarily be directed towards local sales, distribution and consumption.

The brewery products will be sold to Marble Falls retailer's (on-premise & off-premise) and to the ultimate consumer for on-premise consumption at the licensed RPBC facility. Self-distribution will be utilized for local accounts up to and including or not including the period that demand increases for account sales across Texas. The brewery production component of RPBC will start selling product to the local area to build its brand before expanding the distribution radius. The first year of production is expected to be up to 3,000 barrels of ale or malt liquor. By year 3, the RPBC production is projected to expand to 10,000 barrels of ale or malt liquor per year.

The restaurant portion of the company will be a family friendly atmosphere that will combine affordable food with entertainment (live music, mood music, televisions and family friendly patio games). RPBC will have a full kitchen onsite with the intent of preparing and selling food for on premise consumption.

#### B. Site and Buildings.

1. Three existing buildings consisting of approximately 10,430 square feet of building space will be convert to approximately 11,678 square feet of building space with projected uses of each building described below:

#### Building 1

o Taproom	5292 S.F.
-----------	-----------

Restaurant

o Full commercial kitchen

Temporary storage (food & drink) 324 S.F.

Plus an additional 1893 S.F covered outdoor seating in building #1, which will not count towards the building area

#### Building 2

0	Brewery production facility	3091 S.F.
0	Low-hazard storage	521 S.F.
0	Office	308 S.F.

#### Building 3

- Low-hazard cold storage (including, but not limited to, hops, yeast and packaged beverages)
- Low-hazard dry storage (including, but not limited to, grain, adjuncts and packaging materials)

2142 S.F.

- 2. Current parking facilities shall be renovated as depicted in the Concept Plan and include both on-site and off-site parking. Current impervious cover will be reduced from 100% impervious to approximately 85% impervious cover. Parking area shall include curbed landscape islands, pedestrian walkways and lighting as depicted in Exhibit "A". Construction shall be consistent with the atmosphere, design and aesthetic parking lot features of the Blue Bonnet Cafe.
- 3. Building remodel and renovations shall be in accordance with the Elevations described in Exhibit "B" and include the following:

Site Development Regulations		
Lot Area:	No requirement	
Lot Width:	No requirement	
Height:	Maximum height 35 ft.	
Front Lot Line Setback:	No requirement	
Corner Lot Line Setback:	No requirement	
Interior Lot Line Setback:	No requirement	
Rear Lot Line Setback:	No requirement	
Minimum Parking:	Required consistent with Conceptual Site Plan.	
Exterior Apperance:	The portion of any structure facing or abutting any street shall utilize a minimum of 75% brick, stone, stucco, wood veneer and/or glass or any combination thereof.	
Porch Extensions:	The portion of any structure facing or abutting any street shall utilize the following conditions: 1.) It shall be limited to covered porches over the existing sidewalks. 2.) All ground support structures shall be located eighteen inches from the edge of the sidewalk to outer edge of the support post. 3.) All ground support posts shall be at least four inches in diameter. 4.) Guardrails shall be installed wherever the sidewalk is thirty inches or higher above the street. 5.) Provide a minimum height or head clearance of eight feet. 6.) The property owner shall be required to apply and obtain a building permit prior to construction of any covered porch in the right-of-way. 7.) The city's right to use the right-of-way shall always be absolutely superior. 8.) The property owner shall indemnify and hold the city harmless for any and all liability arising from the construction in this section. 9.) The property owner shall be responsible for maintaining any and all improvements authorized by this section. 10.) The property owner must comply with all state and federal standards for access including ADA standards. 11.) The authorization to use the right-of-way contained in this section does not waive any other right the city may have to control or regulate the use of the city right-of-way.	

# May 2, 2017

#### 7. REGULAR AGENDA

(b) Discussion and Action on Ordinance 2017-O-05B regarding a zoning text amendment to Section 772 of the District Regulations, Appendix B, Land Use Regulations, City of Marble Falls Code of Ordinances, to amend the I-3 General Industrial Services Base District regulations. Caleb Kraenzel, Assistant City Manger



# Council Agenda Item Cover Memo May 2, 2017

Agenda Item No.: 7(b)

Presenter: Caleb Kraenzel, Assistant City Manager

**Department:** Development Services

Legal Review:

#### **AGENDA CAPTION**

Discussion and Action on Ordinance 2017-O-05B regarding a zoning text amendment to Section 772 of the District Regulations, Appendix B, Land Use Regulations, City of Marble Falls Code of Ordinances, to amend the I-3 General Industrial Services Base District regulations.

#### **BACKGROUND INFORMATION**

This item is to consider a text amendment to the existing General Industrial Services Base District (I-3) zoning regulations. Current regulations and permitted uses read as follows:

I-3 GENERAL INDUSTRIAL SERVICES BASE DISTRICT (§§ 770—779) 771. - Purpose.

The I-3 General Industrial District is intended as an area for commercial services and basic manufacturing uses that meet reasonable development and performance standards but may be inappropriate in more restrictive industrial zones.

772. - Permitted uses.

The following use types are permitted;

A. Industrial:

Custom manufacturing.

General warehousing and distribution.

Light manufacturing.

Limited warehousing and distribution.

Stock yards.

Vehicle storage.

Research services.

Scrap and salvage (subject to site plan review).

Stables.

B. Civic:

Local utility services.

Major utility facilities.

Maintenance and services facilities.

Park and recreation services.

C. Agricultural:

Crop production.

Horticulture.

D. Commercial (conditional):

Local convenience store.

#### 774. - Site development regulations.

Each site in the I-3 District shall be subject to the following site development regulations:

Feature	Regulations
Lot size	Minimum 7,000 square feet
Lot width	Minimum, 50 feet
Height	Maximum, 120 feet
Front Yard	Minimum setback, 25 feet
Street side yard	Minimum setback, 10 feet
Interior side yard	No requirement
Rear yard	Minimum setback, 10 feet. In absence of alley or recorded easement, minimum setback, 15 feet.

Below are the definitions for the storage and warehousing uses.

#### 506. - Warehousing and distribution.

Establishments or places of business primarily engaged in wholesaling, storage, distribution and handling of materials and equipment other than live animals and plants. The following are wholesaling, storage and use types:

- A. Convenience storage. Storage services primarily for personal effects and household goods within enclosed storage areas having individual access, but excluding use as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini-warehousing.
- B. *General warehousing and distribution*. Open-air storage, distribution and handling of materials and equipment. Typical uses include monument or stone yards, or open storage yards.
- C. Limited warehousing and distribution. Wholesaling, storage and warehousing services within enclosed structures. Typical moving and storage firms and now retail mail order distribution centers.
- D. Restricted warehousing and distribution. Storage or distribution of potentially hazardous or commonly recognized offensive materials. Typical uses include grain elevators and bulk storage facilities. (Subject to site plan review).

City Staff is proposing to add convenience storage as a permitted use within the I-3 district, similar to what is currently allowed in the I-1 and I-2 zoning districts. Of the storage and warehousing uses, most typically require a large-scale development footprint. Convenience Storage is a use that has a wider degree of latitude to scale to a particular site, benefitting the City with more in-fill development opportunities. Additionally, adding Convenience Storage to the I-3 district provides other areas in the City the versatility to develop through the use. This is notably important when the City does not have preponderance of C-3 zoning available. Adding Convenience Storage to the I-3 district is consistent with the zone's uses, character, and overall intent.

At the April 6, 2017 regular meeting of the Planning & Zoning Commission, the Commission recommended approval of the text amendment by a vote of 7–0.

#### RECOMMENDATION

Due to consistency with other permitted uses and conformance with the Comprehensive Plan, City staff recommends approval of the proposed Convenience Storage text amendment.

# **Memo Contents:**

• Proposed Text Amendment

• Ordinance 2017-O-05B

Page 4

Pages 5-7

#### **Case 2017-13-ZT Proposed TEXT AMENDMENT DRAFT:**

# I-3 GENERAL INDUSTRIAL SERVICES BASE DISTRICT (§§ 770—779)

#### 771. - Purpose.

The I-3 General Industrial District is intended as an area for commercial services and basic manufacturing uses that meet reasonable development and performance standards but may be inappropriate in more restrictive industrial zones.

#### 772. - Permitted uses.

The following use types are permitted;

#### A. Industrial:

#### Convenience Storage

Custom manufacturing.

General warehousing and distribution.

Light manufacturing.

Limited warehousing and distribution.

Stock yards.

Vehicle storage.

Research services.

Scrap and salvage (subject to site plan review).

Stables.

#### B. Civic:

Local utility services.

Major utility facilities.

Maintenance and services facilities.

Park and recreation services.

#### C. Agricultural:

Crop production.

Horticulture.

#### D. Commercial (conditional):

Local convenience store.

#### 774. - Site development regulations.

Each site in the I-3 District shall be subject to the following site development regulations:

Feature	Regulations	
Lot size	Minimum 7,000 square feet	
Lot width	Minimum, 50 feet	
Height	Maximum, 120 feet	
Front Yard	Minimum setback, 25 feet	
Street side yard	Minimum setback, 10 feet	
Interior side yard	No requirement	
Rear yard	Minimum setback, 10 feet. In absence of alley or recorded easement, minimum setback, 15 feet.	

#### ORDINANCE NO. 2017-O-05B

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MARBLE FALLS, APPENDIX B, LAND USE REGULATIONS, DISTRICT REGULATIONS, SECTIONS 772, OF THE GENERAL INDUSTRIAL SERVICES BASE DISTRICT REGULATIONS TO ADD A NEW PERMITTED USE FOR CONVENIENCE STORAGE; PROVIDING FOR SEVERABILITY, REPEALER, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

**WHEREAS** the City of Marble Falls is legally empowered to regulate development in the community though the legitimate use of its police powers; and

**WHEREAS**, the City Council of the City of Marble Falls is legally empowered to amend the land use regulations to provide for changes and additions to permitted uses, conditional uses, and site development regulation; and

**WHEREAS,** the City Council desires to amend Appendix B, Land Use Regulations, District Regulations, General Industrial Services Regulations, Section 772; and

WHEREAS, the City of Marble Falls Planning & Zoning Commission at a public hearing on April 6, 2017 recommended approval of the text amendment to the above referenced regulations; and

**WHEREAS**, the City Council finds that the amendments provided under this Ordinance are in the best interest of the City of Marble Falls;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARBLE FALLS, TEXAS, THAT:

**SECTION I. PREAMBLE.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Marble Falls and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

#### **SECTION II. AMENDMENTS.**

A. Section 772, subsection A, Industrial is amended to add Convenience Storage as a permitted use.

B. All other uses listed in Section 772 remain unchanged.

**SECTION III. REPEALER.** All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed, but only to the extent of any such conflict.

**SECTION IV. PROVIDING FOR SEVERABILITY.** If any provision, section, sentence, clauses or phrase of this Ordinance or application of same to any persons or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portion of this Ordinance or its application to other persons or sets of circumstances shall not be affected herby, it being the intent of the City Council of the City of Marble Falls in adopting, and the Mayor in approving this Ordinance, that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any portion, provisions or regulation.

**SECTION V. EFFECTIVE DATE.** This ordinance shall be in full force and effect from its date of approval.

**SECTION VI. PROPER NOTICE AND MEETING.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**DULY PASSED** by the City Council of the City of Marble Falls, Texas, on the 2<sup>nd</sup> day of May, 2017.

APPROVED:
John Packer
Mayor, City of Marble Falls
ATTEST:
Christina McDonald, City Secretary City of Marble Falls
(Seal)
APPROVED AS TO FORM:
Patty L. Akers, City Attorney City of Marble Falls

# May 2, 2017

## 7. REGULAR AGENDA

(c) Discussion and Action on an appointment to the Tax Increment Reinvestment Zone (TIRZ) Board No. 1. *Christina McDonald, City Secretary* 



## Council Agenda Item Cover Memo May 2, 2017

Agenda Item No.: 7(c)

Presenter: Christina McDonald, City Secretary

**Department:** Administration

Legal Review: ☐ Not Applicable ⊠

#### **AGENDA CAPTION**

Discussion and Action on an appointment to the Tax Increment Reinvestment Zone (TIRZ) Board No. 1.

#### **BACKGROUND INFORMATION**

There are currently two vacant places on the TIRZ Board which were vacated by Terry Pilley and Brenda Morris.

Staff has received one application (Teresa Carosella) for Council's consideration.

If appointed, Ms. Carosella will serve until January 2018.

Please note that Ms. Carosella will not be able to attend the Council Meeting due to a conflicting appointment.

#### **Christina McDonald**

From:

noreply@civicplus.com

Sent:

Friday, March 31, 2017 12:48 PM

To:

Christina McDonald

Subject:

Online Form Submittal: Application for Appointment to a City Board or Commission

# Application for Appointment to a City Board or Commission

Personal Information

Date

Field not completed.

First Name

Teresa

Last Name

Carosella

Address1

344 Stewart

Address2

Field not completed.

City

Meadowlakes

State

TX

Zip

78654

Home Phone Number

512-470-2795

Mobile Phone Number

512-470-2795

**Email Address** 

teresa.carosella@gmail.com

**Business Address** 

513 Main Street, Marble Falls TX 78654

**Business Phone Number** 

830-693-8206

Occupation

Owner/ Window Coverings, design store

Select the Board, Commission, or

Committee applying for

Tax Increment Reinvestment Zone No. 1 Board (Meets as

needed)

If applying for the Planning & Zoning Commission please indicate if you own real property within the City Limits.

Yes

If applying for the TIRZ Yes I own Real Property within the TIRZ Board please indicate if you own real property within the TIRZ OR indicate if you are an employee or agent of a person who owns real property in the TIRZ. Residency Information Length of residency in Meadowlakes 7 yrs City of Marble Falls Are you a registered Yes voter? Voter Registration No. Field not completed. Did you vote in the last Yes City Election? Organization Membership Information Are you currently serving on other Boards, Commissions, or Committees? If yes, please list current Field not completed. service, including dates. Have you served on a No Board, Commission, or Committee before? If yes, please list past Field not completed. service, including dates of service. Please state why you wish We purchased a commercial property in 2016, and have to serve. completed many improvements to the property, with more to come. My vision of downtown is a vibrant, friendly shopping district while still retaining the small town feel. What qualifications or I have been a business owner on Main Street since 2010, and talents would you bring to am personally involved in all aspects of running a small a City Board or business. Organization, leadership and a strong desire to meet Commission? people and communicate goals, dependability would be my strong points

What are your top three goals and objectives for the board or commission you are applying for?

1) Make downtown a Destination for Shopping, Dining, Art
\*\*More Visibility\*\* 2) Improve facilities, parking, etc to draw
more people downtown, let our many out of town visitors know
what we have to offer. 3) Improvements to benefit the district

Please list organization memberships and positions held

MF Chamber Leadership Highland Lakes 2013 BIA (now HCBA) Board of Directors 2005-2010 WCR Highland Lakes (Women's Council of Realtors) Founding Member 2001, Officer in 2005, 2010 Main Street Business Alliance 2016-present

Please list areas of special interest

Improving traffic downtown. Although my business is not a "shopping" destin ation, the traffic downtown absolutely helps with the awareness. I love the downtown area, and with the exciting things coming, I think it is a great time to be in business in our town and want to do what I can to help facilitate the growth.

PLEASE PROVIDE ALL INFORMATION AS REQUESTED. INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED FOR BOARD OR COMMISSION APPOINTMENTS.

#### DISCLAIMER AND SIGNATURE

I hereby request consideration for appointment to a board or commission of the City of Marble Falls, Texas. I certify that my answers above are true and complete. I understand that the information contained in this application may be considered. among other criteria, qualifications and/or information, by the City Council in its evaluation for the position being sought. I further understand that should I be appointed any City of Marble Falls' Board or Commission, I serve at the pleasure of the City Council and may be removed from said position at any time and for any reason or no reason at all, with or without notice. I also understand that should I be appointed to a City of Marble Falls Board or Commission. I must be responsible for a creditable record of attendance and performance. If this application leads to my appointment to a position on a City of Marble Falls Board or Commission, I understand that false or misleading information in my application may result in my removal from the position. I also acknowledge that this information may be made available to the public and the application will be maintained in the City's active files for two years from the date of application. I understand that should I not be appointed to a City of Marble Falls Board or Commission, this application and any other records obtained, collected or otherwise prepared regarding this application shall be maintained in accordance with the Texas Public Information Act and the City of Marble Falls' document retention schedule.

Signature of Applicant

Do you agree?

I Agree

Email not displaying correctly? View it in your browser.

# May 2, 2017

# 7. REGULAR AGENDA

(d) Discuss and consider action regarding pending state legislation of interest to the City. Patty Akers, City Attorney



# Council Agenda Item Cover Memo May 2, 2017

Agenda Item No.: 7(d)

Presenter: Patty Akers, City Attorney

**Department:** Administration

Legal Review: ☐ Not Applicable ⊠

#### **AGENDA CAPTION**

Discussion and Action on an appointment to the Tax Increment Reinvestment Zone (TIRZ) Board No. 1.

## **BACKGROUND INFORMATION**

The City Attorney will give a brief presentation regarding pending state legislation of interest to the City.



# City of Marble Falls, Texas Council Agenda Item Cover Memo May 2, 2017

Agenda Item: Executive Session

**Prepared By: Christina McDonald, City Secretary** 

**Department: Administration** 

Submitted By: Christina McDonald, City Secretary

#### **AGENDA CAPTION**

#### **EXECUTIVE SESSION**

CLOSE OPEN SESSION AND CONVENE EXECUTIVE SESSION pursuant to §551.071 Private Consultation between the Council and its Attorney), pursuant to §551.087 (Deliberation Regarding Economic Development Negotiations) and Pursuant to §551.072 (Deliberation Regarding the Purchase, Exchange, Lease or Value of Real Property) of the Open Meetings Act. Tex. Gov't. Code, Council will meet in Executive Session to discuss the following:

- Hotel Conference Center Update
- Consultation with City Attorney regarding eminent domain

I hereby certify that I have reviewed the proposed topic for the Executive Session described herein and in my opinion, the Texas Open Meetings Act authorizes the Marble Falls City Council to meet in Executive Session and to deliberate regarding the subject matter contained in this cover memo.

Signed this	day of	, 2017.
<u> </u>		
City Attorney		